

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER _____



AIRPORTS COMPANY
SOUTH AFRICA

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: KSIA PROJECT

REPLACEMENT OF BUILDING MANAGEMENT SYSTEM (BMS) SCADA
AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS.

NEC 3: TERM SERVICE CONTRACT (TSC)

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

and

(Registration Number)

for

REPLACEMENT OF BUILDING MANAGEMENT SYSTEM (BMS) AT KING SHAKA INTERNATIONAL AIRPORT.

Contents:

No of pages

Part C1	Agreements & Contract Data	TBC
Part C2	Pricing Data	TBC
Part C3	Employer Service Information	TBC
Part C4	Site Information	TBC

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement for the replacement of the Building Management System (BMS) at King Shaka International Airport for a Period of three (3) years.

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the contractor

Signature Date
Name Capacity

(Name and address of organisation)

Name and signature of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity

stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing data
- Part C3: Service information
- Part C4: Site information

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

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

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

for the Employer

Signature	Date
Name	Capacity

Airports Company South Africa SOC Limited,

King Shaka International Airport,
La Mercy drive

Name and signature of witness	Date
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Schedule of Deviations

- 1 Subject
- Details
-
-
-
-
- 2 Subject
- Details
-
-
-
-
- 3 Subject
- Details
-
-
-
-
- 4 Subject
- Details
-
-
-
-
- 5 Subject
- Details
-
-
-
-

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

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

Signature(s)

Name(s)

Capacity

for the Employer

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

Name & signature of
witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract.

Fourthly the Pricing data.

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

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following "Particular Conditions", which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

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

C1.2 Contract Data**Part one - Data provided by the Employer**

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

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11.2(13)	The <i>Service</i> is	Replacement of Building Management System (BMS) SCADA at King Shaka International Airport.as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> i. Service Level Performance ii. Adherence & Compliance to requirements set out in the specifications. iii. Compliance to the OHS Act, iv. Compliance to ACSA policy & procedures v. Compliance to Legislation and Regulation as applicable to the service
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information) and under section 2 of the tender document
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	Up to Three (3) years from the <i>starting date</i> or when the amount in the form of offer has expended, whichever occurs first.
4	Testing and Defects	Detailed in Part C3 (Service Information) and under section 2 of the tender document
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 4 weeks (Monthly)
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)

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51.2	The period within which payments are made is	30 days from date of invoice
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	Detailed in Part C3 (Service Information) and under section 2 of the tender document
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list (bills of quantities)	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below under section Z15.1
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.

W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	<p data-bbox="829 560 1465 638">Price adjustment for inflation shall only take place on contract anniversary.</p> <p data-bbox="829 660 1465 772">Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.</p>
X2	Changes in the law	No data is required for this secondary option.
X17	Low Service Damages	No additional data is required for this secondary option – Also refer to the Low Service Damages Table.
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	<p data-bbox="271 1388 686 1489">The Contractor's total liability to the Employer for defects due to his design</p> <p data-bbox="271 1512 686 1590">which are not listed on the Defects Certificate is limited to</p>	The total of the Prices

X18.4 The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to

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

X19 Task Order No additional data is required for this secondary option

X20 Key Performance Indicators

X20.1 The *incentive schedule* for Key Performance Indicators is in **Refer to part C3 and section 2 of the tender document**

X20.2 A report of performance against each Key Performance Indicator is provided at intervals of **Refer to part C3 and section 2 of the tender document**

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

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

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

Z2 Providing the Service:

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

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

Z5 Termination

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

Amendment to the Secondary Option Clauses**Z7 Limitation of liability:****Insert the following new clause as Option X18.6:**

- Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses**Z8 Cession, delegation and assignment**

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

Z9 Joint and several liability

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

Z10 Ethics

Z10.1 The *Contractor* undertakes:

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

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

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

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

Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z11.3 This undertaking shall not apply to:

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

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

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

Z13 *Liens and Encumbrances*

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

Z14 *Intellectual Property*

Z14.1 Intellectual Property ("IP") rights mean all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

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

Z18 Communication

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

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

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

Z19 Delegation

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

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

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

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Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

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PART C1: AGREEMENTS AND CONTRACT DATA
C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Refer to annexure 1
Attach Agreement Here

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE SCHEDULE

*Refer to annexure 2
Attach Agreement Here*

PART C2: PRICING DATA**C2.1 Pricing Assumptions / Instructions**

The intended pricing strategy to be followed in this tender is according to the Price List below.

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Price Schedule.
2. This schedule covers the items that will be measurable.
3. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
4. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the document.
5. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
6. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
7. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
8. Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
9. All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the contract sum.
10. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager. All costs will be paid on actual proven costs.
11. No commitment to expending any portion of the contingency amounts and/or provisional sums is made or implied by the Employer.
12. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
13. The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. **This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.**
14. Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
15. Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit. No mark up on ACSA issue permits.
16. Before a Permit is issued, a Security Clearance will be done. No permit will be granted to persons who are not in good standing in respect of this clearance.
17. Bidders to note that any changes in the staff / resources between permit renewal cycles is for the cost of the Contractor.

C2.2 The Price List

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

The work specification of what the activities entail is outlined in detail under Part C3 and under section 2 of the tender document. All rates shall include labour, plant and machinery costs and all related and incidental costs to fully execute the work / activity.

NOTE TO TENDERER:

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

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer. ACSA reserves the right to vary all the activities according to the rates given in this contract.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER _____

Part A

Item no.	Activity Description	Frequency	Quantity (per year)	Rate	Total (per year)
1	Contract Management and Administration (including but not limited to all required reporting such as monthly reports, attendance of meetings as specified and resolution of queries by Technicians, the Contract Manager / or the Engineer, management of general queries and oversight of spares inventory) Monthly Inspections AND associated Corrective maintenance. Quarterly inspections & testing, and Yearly Servicing & comprehensive inspections to ensure system compliance. Regular system integrity reviews and maintain up-to-date maintenance manuals and drawings and issue revised reports biannually to reflect operational changes and ensure accuracy.	Monthly	12		
2	Tools, equipment, and consumables	Monthly	12		
3	Cell phones and two-way radios on site personnel	Monthly	12		
4	Airport permits – provisional sum	Once	1	R 10 000	R 10 000
5	Markup on item 4. above	%		R10 000	
6	Contract Manager / Engineer - Normal labour rate	Hour	1		
7	Technician – Normal labour rate	Hour	1		
8	Other: Bidder to specify – Normal labour rate	Hour	1		
9	Contract Manager / Engineer – After hours physical callout rate and allowance of four hours on site	No	4		
10	Technician - After hours physical callout rate	Hour	4		
11	Other: Bidder to specify - After hours physical callout rate	Hour	4		
12	Contract Manager / Engineer – After hours remote callout rate	Hour	12		
13	Technician - After hours remote callout rate	Hour	12		
14	Other: Bidder to specify - After hours remote callout rate	Hour	12		
15	Third party procurement – Provisional sum (For 3 years)			R 250 000	R 250 000
16	Mark up for line item above	%	%		
Total price for one year excluding VAT carried to final summary					R

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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Part B (BMS Upgrade)

Item No	Activity Description	Unit	Quantity	Rate	Total
	Stage 1 Report (Surveys assessments, condition and initiation brief)	Sum	1		
	Stage 2 Report (Concepts and viability)	Sum	1		
	Stage 3 & 4 Combined Report (Detail design and construction information)	Sum	1		
1	BMS equipment (3rd party procurement) Note: supply and delivery to site	Sum	1	550000	R 550 000,00
	Markup on item 1. above	%		550000	
2	Labour and professional supervision of the BMS system upgrade including installation and commissioning	Sum	1	66,667	R 400 000,00
	Stage 6 Close out Report	Sum	1		
	Total Cost for Capital Expenditure				R1 000 000,00

Expenditure over three-year contract including CPI yearly price adjustments (As per statistics SA)

Description	CPI	Total (excluding VAT)
Part A Maintenance Cost		
Total Price Year 1 – Carried from annual summary	0%	
Total Price - Year 2 (Year 1 plus CPI escalation**)	5%	
Total Price - Year 3 (Year 2 plus CPI escalation**)	5%	
Total Price for 3 years excluding VAT		R
Part B BMS Upgrade		
Total Carried from Part B		
Subtotal Part A plus (+) Part B		
Value Added Tax - VAT	15%	

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Total Price for 3 years plus (+) BMS Upgrade including VAT carried to the form of offer		R

Activity Schedule – (Labor rates and Mark-up - Breakdowns)

*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

Note: No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per Original Equipment Manufacturer and all legislations in the maintenance of Infrastructure monitoring control. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the infrastructure monitoring control.

CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES**NOTE:**

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables). The contractor bears sole responsibility for ensuring accurate pricing, including the integration of all associated costs related to resources, materials, and compliance requirements.
- b) After hours, call outs that cannot be resolved or attended remotely will require a physical presence at the contract owner's approval. Remote call out rates and physical call out rates to be applied from above pricing table.
- c) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- d) Call outs are not chargeable during normal working hours technician/artisan/assistants, or any applicable resource are on site.
- e) Call outs are not chargeable during normal working hours' technician/ assistants are on site (08:00 – 16:30)
- f) The contractor will be compensated according to the contractor's repair rate provided in the above and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control.
- g) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor; thus, ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

Spares / Inventory

The contractor shall procure all spares, additional equipment, and contract owner specified requirements through third party procurement channels. No purchases shall proceed without a prior written approval from contract manager, supported by documentation demonstrating compliance with scope, cost validation, and technical specifications.

PART 3: EMPLOYER’S SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer’s Service Information</i>	1
	Total number of pages	

C3: EMPLOYER'S SERVICE INFORMATION

DESCRIPTION OF THE WORKS

Employer's objectives

The BMS SCADA collects real-time vital data from each system and its various sub systems and will report all this information to the IMC Help Desk. The main function is to monitor how the infrastructure is performing and to be aware of the status of the infrastructure monitored by the system. This will enable a prompt and timeous response to any infrastructure damage or equipment breakdowns. All the information is collected using various methods. The primary method of data collection is using Programmable Logic Controllers (PLC). All field equipment will produce data on the state and performance of infrastructure. This field data is collected, distributed, and displayed as a GUI (Graphical User Interface) on the BMS SCADA.

Purpose of the Project

- To minimize system downtime and enhance operational reliability.
- To enable real-time visibility of critical infrastructure for informed decision making.
- To support proactive maintenance by monitoring both state (on/of, open/closed, running/idle) and performance parameters (Voltage, temperature, pressure, etc.)
- To automate alerts and responses to failure or irregularities, thereby increasing efficiency and safety.
- To reduce energy consumption and improve resource management through intelligent system control.

Extent & Scope of works

This project includes the continued support, maintenance and enhancement of the BMS SCADA system, covering:

- Equipment Monitoring & Integration- Airbridges, Uninterrupted Power Supply (UPS) systems, Elevators & Escalators, Generators, Automatic sliding doors, Booms, Pumps, MV, HVAC, Fuel system, water supply systems and power management systems etc.
- System functions & services- Real-time data acquisition from field equipment, Centralized control room interface for operational teams, Fault detection and diagnostics via trend analysis and performance thresholds, Data logging, reporting and system analytics, Alarm routing and escalation to IMC Help Desk, Remote and local control using programmable logic controllers (PLCs), and Graphical user interface (GUI) for intuitive monitoring and command execution.
- Includes alignments to industry best practices and latest technological advancements as maybe appropriate and suited to the Airport environment.

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

Upon arrival at the Employer's premises, at the pre-arranged time, the Contractor shall report to the Service Manager and attend to any matters which may necessitate action.

Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive written service report in respect of Building management system visit, listing all activities undertaken, additional work performed, and consumables used. This report is to be submitted to the Service Manager for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval. Detailed maintenance sheets shall be completed after service.

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and ACSA, The Contractor shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by ACSA. The contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall always comply with the Minimum Staffing Schedule – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the Building Management System activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No

breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guaranteed period of 3 months after completion of work.

All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to enough and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state, and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at King Shaka International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures Requirements

The Contractor will respect OEM warranties to the Employer always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always. Quotations will be submitted to contractor owner for approval. Amounts exceeding R1000 will need 3 supplier's invoices for approval. This amount will be excluding the agreed make up percentage.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEMs.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

Subcontracting

No part of this Contract may be subcontracted unless with written approval from the Employer. The Employer shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

Management of the works

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs on Infrastructure Monitoring Control System
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk to Infrastructure Monitoring Control System
- Pointing out services to consultants or other contractors

- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training of Infrastructure Monitoring Control System staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

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

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, quarterly signal testing reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician 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 to and agreed upon with the Service Manager.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. 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.

Electronic payments

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly report.

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Asset register up to date including equipment data
7. Outstanding maintenance issues and action plan to resolve

The contractor shall keep 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.

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security

Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is following a law or regulation.

Insurance provided by the employer

Refer to General Conditions of Contract

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Special Conditions:

(Operational / Environmental / safety / security / legal etc), working hours, outputs / deliverables, administrative requirements (meeting / report requirements etc.); contract type etc)

Disruption to services and real-time alarming signals

The KSIA BMS SCADA has 70% of all Inputs/Output points which are Rockwell's Allen Bradley PLCs. The Rockwell SCADA Solutions Communication Interface with the front end of the BMS SCADA should be taken into consideration.

The Software Intellectual properties

The BMS SCADA requires licencing renewals and necessary upgrades as the system has been offline.

Contractual Strategy

The NEC Term service contract will be used.

SLA Response Times

- a) All breakdowns during normal working hours shall be responded to within 15 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.
- b) All breakdowns after working hours shall be responded to within 60 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.
- c) Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.
- d) ACSA will hold the Contractor liable for any costs incurred by any party because of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.
- e) Closure Duration/Repair Time
- f) Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC Help Desk to the time the contractor reports to the IMC Help Desk that the problem has been resolved.
- g) 95% of all breakdowns will be restored to good working condition within 2 Hours during normal working hours and within 3 Hours after hours.

Contract Management:

(Provide details on roles and responsibilities, supplier relationship management, supplier performance assessments, reports, meetings, etcetera)

- a) 1 x Full time Technician 5 days a week (08:00-4:30)
- b) Quarterly BMS Meeting with BMS SCADA Engineer (Quarterly report and one-week proactive problematic issue resolution)
- c) Remote Support 24/7 from SCADA Engineer & Technician
- d) Re-testing of all signals of units that has communication failures.
- e) Preventative maintenance of infrastructure handled by onsite technician 5 days a week.
- f) Monthly Preventative Maintenance management and documentation
- g) ADHOC new installation of software and hardware
- h) Any breakdown impacting on operations shall be attended-to until restored to good reliable condition.
- i) Reporting daily and monthly reports on systems

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager. The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

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

Inventory / Spares

Spares will be managed by the contractor using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to.

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability. Management of inventory by the contractor as per ACSA inventory procedure

*Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Spares:

Description	Total (excluding VAT)
Subtotal D- provisional sum for spares	<u>R 200 000-00</u>

Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in)
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

**The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line item in a quotation.*

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work state in the Contract Data under the guidance of the tenderer and which complies with the following:

- a) does not share equity holding with the tenderer; and
- b) 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
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One 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?
- e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One? 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).
- f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

If the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a low service damage. The low service damages payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

Building Management System (BMS) SCADA three (3) year maintenance expenditure:

Description	Total (excluding VAT)
Sub-total A (Total Preliminary & General)	R
Sub-total B (Total Maintenance & Inspections + Incentives)	
Sub-total C (*Call out, repairs, modifications, system changes (including first hour on site and travelling))	R
Sub-total D (Spares provisional sum)	R 200 0000
*Total E- Total maintenance cost for <u>year one (1)</u>	R

The values in this table/contract are not guaranteed; payment will be done as per approved work/activity done and assessments in this contract.

Expenditure over three-year contract including CPI yearly price adjustments (As per statistics SA)

Description	Total (excluding VAT)
Sub-total E: Year 1	
Sub-total F: Year 2 (Year 1 plus CPI escalation**)	
Sub-total G: Year 3 (Year 2 plus CPI escalation**)	
*Total H - 3-years estimated contract value	R

Note:

***TOTAL- H (i.e., Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance**

Contract values will be increased/ decreased per the current stipulated in Statistics SA – Consumer Price Indices – all income groups. **6% escalation should be used for illustrative purposes

Generator Type	Moxa 5150	Moxa TC100I	Moxa 5230	Moxa 5450
InteliGEN	Moxa 5150	Moxa TC100I		
AMF120				Moxa 5450
AMF120			Moxa 5230	
InteliGEN		Moxa TC100I		Moxa 5450

Item Description	Type
16 PT ML1100 DC IN/RELAY 16 PT ML1100	1763-L16BWA
COMPACTLOGIX ETHERNET PROCESSOR, 750 KBYTE MEMORY	1769-L32E
16 POINT V AC/V DC RELAY OUTPUT MODULE	1762-OW16
MOXA TCP to 1 PORT SERIAL(RS485) DEVICE SERVER	NPORT-5150A

MOXA TCP to 2 PORT SERIAL(RS485) DEVICE SERVER	NPORT-5230A
MOXA TCP to 4 PORT SERIAL(RS485) DEVICE SERVER	NPORT-5450I
MOXA RS232 TO RS485 CONVERTER	TCC-100I
MicroLogix 1100 PLC	PCI
Stratix 2000, 5 port unmanaged switch	PCI
MOXA 1-port RS-232/422/485 serial device	PCI
MOXA 2-port RS-232/422/485 serial device	PCI
MOXA 4-port RS-232/422/485 serial device	PCI

Performance Management

Key Performance Area	When	Target	Low Performance Damage
Reporting	Daily	100% must be achieved. Quality parameters as per specification in scope.	R250 per deviation
Callout reporting	Weekly	100% must be achieved	R250 per deviation
A staff member's uniform/PPE must meet the agreed upon standards and specifications.	Daily	100% must be achieved	Persons found to be non-compliant will be asked to return their access permit and vacate site immediately. There will be immediate low performance damages of R100 The persons found to be noncompliant will only be permitted back to site once non-compliances has been resolved.
Breakdown Closure Duration	All times	All Machinery, Vehicles and Equipment breakdowns shall be resolved timeously. The service provider shall ensure there is no reduction in service levels. The service provider shall provide for alternate means to discharge the service in line with service levels agreed at no additional cost to ACSA.	R500 per deviation where service levels have not been met due to breakdowns.
Key personnel The service provider shall ensure key personnel executing the contract are suitably experienced and qualified as outlined in the specifications.	All times	100% must be achieved	R250 per deviation per day

Staff which are replaced must have experience and qualification equalling or exceeding their predecessor.			
Regulatory and legislative compliance must be performed by competent individuals.	All times	100% must be achieved	R250 per deviation
Safety / Environmental infringement An infringement which impacts health, safety, and the environment.	All times	100% Compliance must be achieved	Refer to the attached OHS and Environmental specification. Excludes cost of remedy
General Housekeeping	30 minutes from notification	100% Compliance must be achieved	Damage claim – R100 per incident
Spares: Stocktake and report	Monthly	100% Compliance must be achieved	Damage claim – R250 per incident

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

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

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name)

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

Safety & Housekeeping	Information / Safety / warning sign(s) in place
	Isolation / cordon / barricading off area
	Apology sign in place
Security	Permit card always clearly visible
	Clear sign of the name of company

Reliability	No repeat incidents
	Adherence to SLAs
	Availability of equipment as per contract
	Routine inspection and assessment of operations
	Competence of staff
Finance	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name for identification
Quality of workmanship	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on monthly basis	Adhering to OHS Act & and ACSA Safety requirements

Meetings and SLA reviews

- i A Sample of the routine performance inspection measurement scorecard is illustrated below:

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
1.	Safety and Housekeeping:	1	2	3	4	5	N/A	
	- Safety Warning sign in place							
	- Isolation/cordon/Barricading off area							
	- Warning Signs in place							
2.	Reporting:	1	2	3	4	5	N/A	
	- Monthly Report submitted on time							
3.	Personal Protective Equipment:	1	2	3	4	5	N/A	
	- Wearing of PPE							
4.	Security and Uniform:	1	2	3	4	5	N/A	
	- ID card always clearly visible							
	- Clear sign of the name of company							
	- To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:	1	2	3	4	5	N/A	
	- Equipment available at all times with no repeat incident on equipment							
	- Keep to agreed schedule							
6.	Submission of documentation:	1	2	3	4	5	N/A	
	- Submitted within agreed time frame							
	- Invoice submitted on time							
7.	Workmanship:	1	2	3	4	5	N/A	
	- Quality of the waste services adhere to agreed standards							

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
8.	Systems: - System of work in place and aligned to specifications							
10.	Reaction Time: - Speed of resolving calls based on CMMS information report							
11.	Safety Documentation: - Submission and updating of Safety Documents							
Total Score:		/ Total						%

Rating Scale:

Rating	Meaning	Description
5	Outstanding	All Performance requirements met and surpassed in some instances
4	Highly Satisfactory	Performance requirements mainly met with one or two areas not met
3	Satisfactory	Performance requirements adequately met
2	Unsatisfactory	Performance requirements significantly below expectations, improvement required in a number of areas.
1	Poor	Performance requirements not met, expectations not met at all.

Example Non-Conformance Report

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response required date
ACSA Representative's Email Address	Telephone	Cell	Facsimile

Contractor's Representative: Acknowledgement of understanding of above Non-Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
contractor's Response: (A) Cause		(B) Immediate Corrective Action	(C) Action to Prevent Recurrence
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	

Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action		Accepted	Rejected
Comments			
Name	Signature	Title	Date
CONTACTOR Representative: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted	Rejected
Comments			
Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

- 1 The *ACSA representative* notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.

- 2 The *ACSA representative* completes the first part of the form and issues it directly to the *Contractor's representative*.

- 3 The *Contractor's representative* signs acceptance and understanding of the NCR

- 4 The *Contractor's representative* informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.

- 6 The *Contractor's representative* submits the response e-mail .to the *ACSA representative* for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.

- 7 The *ACSA representative* informs the *Contractor's representative* of the result of the evaluation, by responding via e-mail / fax.

- 8 Note: If the response is not adequate, the *Contractor's representative* must re-submit a solution.

- 9 Upon completion of the corrective action and verification thereof, the *Contractor's representative* then informs the *ACSA representative* by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.

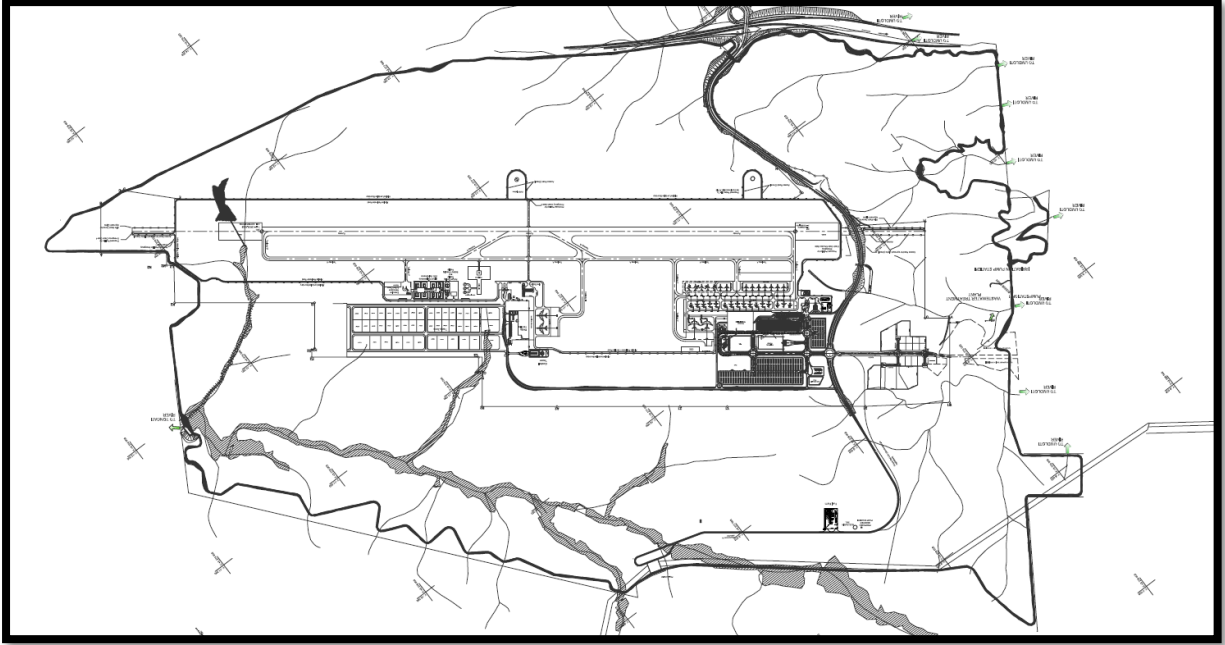
- 10 The *ACSA representative's* relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The *ACSA representative* returns the concluding results to the *Contractor's representative* via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the *ACSA representative* or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events.
The shaded areas are to be completed by the *Contractor's representative*.

PART 4: SITE INFORMATION

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

SITE PLAN



Environmental constraints and management

Refer to Attached Specification

Quality assurance requirements

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

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	Maintenance of infrastructure monitoring control system (BMS) at king shaka international airport
Document Number: HIRA 1	Revision Number: 001

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

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

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

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

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

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

Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D

Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart uses for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C

General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the contractor	4C
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		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E