

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: Request for Proposals for the Provision of Appointment for Supply, Installation, Test and Commissioning of Medium Voltage Cables (11kV) at OR TAMBO INTERNATIONAL AIRPORT for 7 MONTHS – OR Tambo International Airport

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport
(Registration Number: 1993/004149/30)

and

(Registration Number:)

for **CONTRACTOR APPOINTMENT FOR SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF MEDIUM VOLTAGE CABLES (11kV) AT OR TAMBO INTERNATIONAL AIRPORT FOR 7 MONTHS.**

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

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **CONTRACTOR APPOINTMENT FOR SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF MEDIUM VOLTAGE CABLES (11kV) AT OR TAMBO INTERNATIONAL AIRPORT FOR 7 MONTHS.**

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.

Offered Amount Excluding Value Added Tax (VAT)	R
Value Added Tax – (VAT @ 15%)	R
Offered Amount Including Value Added Tax (VAT)	R

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

(in words)

..... Rand;

R..... (in figures)

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

for the contractor

Signature Date

Name Capacity

(Name and address of organisation)

.....
Name and signature

of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

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

The terms of the contract, are contained in:

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

Part C2: Pricing data

Part C3: Service information

Part C4: Site information

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

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

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

for the Employer

Signature Date

Name Capacity

Airports Company South Africa SOC Limited,
OR Tambo International Airport,
Jones Road Kempton Park

Name and

signature
of witness Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

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
OR Tambo International Airport
Jones Street Kempton Park

Name & signature
of witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	A: Priced contract with price list (bills of quantities)
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	X1 Price Adjustment for inflation X2 Changes in the law X7: Delay damages X13: Performance Bond 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	OR Tambo International Airport Jones Street Kempton Park
10.1	The <i>Service Manager</i> is:	
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	OR Tambo International Airport as set out in Part C4 <i>Site Information</i>
11.2(13)	The <i>Service</i> is	Appointment for Supply, Installation, Test AND Commissioning of Medium Voltage Cables (11kV) at OR TAMBO INTERNATIONAL AIRPORT for 7 MONTHS – OR Tambo International Airport as set out in Part C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	Service Level Performance Adherence & Compliance to requirements The method statements, OHS Act, Environmental Act, ACSA policy & procedure Legislation and regulation
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as Part C3 of this document and the scope of work included in the tender document.
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 responsibilities	main Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	TBC
30.2	The <i>Service Period</i> is	Up to Seven (7) months from the <i>starting date</i> or once the funds on the contract have become depleted.

4	Testing and Defects	No data is required for this section of the conditions of contract
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)
51.2	The period within which payments are made is	30 days
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 conditions of contract.
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list (bills of 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
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	Price adjustment for inflation shall only take place on contract anniversary. Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.
X2	Changes in the law	No data is required for this secondary option.
X7	Delay damages	Delay damages (but not if Option X5 is also used)
X13	Performance Bond	
X13.1	The amount of the performance bond is	10% of Contract value excluding VAT.
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	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 <i>incentive schedule</i> for Key Performance Indicators is in	Refer to part C3 & the SLA document
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to part C3 & the SLA document
Z	The <i>Additional conditions of</i> 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 <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	

Z2.1	Delete core clause 20.1 and replace with the following:
	The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
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 <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
Z8.2	The <i>Employer</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> 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 means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

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

Z15 **Dispute resolution:**

- Z15.1** **Appointment of the
Adjudicator**

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 reyneke@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 Obugo (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 C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	<i>Contractor to populate</i>
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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address: Airport Company South Africa South Africa SOC Limited Western Precinct, Aviation Park, OR Tambo International Airports Company South Africa 1 Jones Road Kempton Park P.O.BOX 75480, Garden view, South Africa, 2047

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. Definitions

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

"The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to

maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

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

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and

safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

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

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function

- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

Compliance with the Occupational Health & Safety Act 85 of 1993

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

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

29. FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

DATE

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT

DATE

AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

Attach Clauses Here

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

(a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

i (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own

interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer ..

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement. The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

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

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

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

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

Insurance Affected by the Contractor.

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

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except

PART C1: AGREEMENTS AND CONTRACT DATA

SERVICE LEVEL AGREEMENT

Operational hours

Normal **airport** operational hours shall be regarded as being **from 04:00 to 00:00** for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

Note: The **operational hours** for this **service** will be from **06:00 to 18:00** for every day of the year **however** the airside resources will be required to work over **two (2)** shifts which will be **06:00am to 18:00pm** and **18:00pm to 06:00am**. This may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure, security arrangements and considering the physical layout of the facility. The Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered staff compliment shall be sufficient to perform all required activities as specified in the scope.
3. Staff must always be on time, stationed at their respective work area at the time prescribed in contract. The successful bidder must ensure that staff arrive at work in sufficient time to ensure they are at their stations on time.
4. The successful bidder shall always ensure that agreed staff numbers are always adhered to.

Staff qualifications

It will always remain the successful bidders' responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Furthermore, all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to instruct that personnel that are not adequately qualified or suited for this contract be removed from the site.

Performance Management

Key Performance Area	When	Target	Low Performance Damage
FOD Reports (with analysis of waste and photographic evidence) submitted timeously.	Daily	100% must be achieved	R250 per deviation
Deep cleaning of waste facilities	Weekly	100% must be achieved	R250 per deviation
A staff member's uniform/PPE must meet the agreed upon standards and specification.	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 within six (6) hours. 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. Staff which are replaced must have experience and qualification equalling or exceeding their predecessor.	All times	100% must be achieved	R250 per deviation per day

Regulatory and legislative compliance must be performed by competent individuals	All times	100% must be achieved	R250 per deviation
The contractor will equal or better the average monthly recycling performance (percentage diverted from land fill) of the previous 12 months. The contractor will reach this target within 3 months of commencing operations.	3 months from start of contract.	Average of last 12 months	R500 per month until compliance is reached.
Recycling performance equals or exceeds the target set (Target = Average performance of the previous 12 months) Note: Previous 12 months means the preceding 12 months from the start date of the contract in the first year of the contact, or The preceding 12 months from the anniversary date of the contract from year 2 onwards.	Reviewed Monthly	Target has been maintained or improved	R500 per month until the target is achieved where the contractor has not achieved the target for 3 consecutive months. Failure to equal or maintain recycling performance for 6 consecutive months due to poor performance by the contractor will result in review of contractors ability to perform and may result in contract termination
The contractor will ensure that recycling improvements of a minimum of 5% on current target is made every successive 12-month period from the start date of the contract.	Reviewed annually	5% Improvement every 12 months.	R500 once off for failing to reach the required 5% improvement
Reporting	Weekly	Quality parameters as per specification in scope. Frequency of submission = Weekly	R250 per deviation
Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly	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
Site Collections - No clean, empty bins available in service areas/yards/stations	30 minutes from notification	Ensure availability of clean and empty bins	Damage claim – R100 per incident
Site Collections - Service areas/yards/stations is dirty	30 minutes from notification	Ensure area is clean	Damage claim – R100 per incident

Site Collections - Work orders/complaints received from clients/Helpdesk	30 minutes from notification	Ensure work order / work request / complaint is addressed	Damage claim – R100 per incident
Sortation - Failure to sort daily waste volumes generated	24 Hours from notification	Ensure waste from the preceding day is fully sorted and there is no accumulation of unsorted waste on site.	Damage claim – R250 per incident
Sortation - Failure to appropriately store waste streams	60 minutes from notification	Ensure waste is appropriately stored in agreed storage areas	Damage claim – R250 per incident
Sortation - Failure to clean, sanitize and maintain good house keeping within the facility	60 minutes from notification	Ensure area is clean, sanitised and good house keeping is adhered too	Damage claim – R250 per incident
Disposal of General & Hazardous Waste - Failure to timeously dispose of general and hazardous waste in accordance with applicable regulations, legislation, agreements reached with ACSA at contract award (Excludes costs of remedy and or fines issued by governing authorities)	3 Hours from notification	Ensure waste is disposed of timeously in line with ACSA policies, procedures applicable regulations and legislation	Damage claim – R2000 per incident
Disposal of General & Hazardous Waste - Non - Compliances arising from the illegal dumping of waste (Excludes costs of remedy and or fines issued by governing authorities)	Immediate	Never dispose waste illegally	Damage claim – R5000 per incident
Disposal of General & Hazardous Waste - Failure to produce waste manifests and safe disposal certificates within the time period agreed at contract award.	3 Hours from notification	Ensure waste documentation is available per agreed time lines	Damage claim – R250 per incident
Mixed Recyclables - Failure to produce manifests and recycling certificates within the time period agreed at contract award.	3 Hours from notification	Ensure waste documentation is available per agreed time lines	Damage claim – R250 per incident
Mixed Recyclables - Failure to dispose of waste in line with relevant legislation, relevant regulations and relevant standards	3 Hours from notification	Never dispose waste illegally	Damage claim – R2000 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.	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	

Item	Description	Rating						Comments
	- Quality of the waste services adhere to agreed standards							
8.	Systems:	1	2	3	4	5	N/A	
	- System of work in place and aligned to specifications							
10.	Reaction Time:	1	2	3	4	5	N/A	
	- Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:	1	2	3	4	5	N/A	
	- 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 date required
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 C2: PRICING DATA

C2.1 Pricing Assumptions / Instructions

C2.1 C2.1 Pricing 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 particular 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 are 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

TOTAL CONTRACT VALUE

Period	Annual escalation	Rand value
Year 1	No Escalation in Year 1	R
Year 2	6%	R
Year 3	6%	R
Year 4	6%	R
Year 5	6%	R
Total Contract Value (Year1+Year2+Year3+Year4+Year5) for the Five (5) Years Contract – Excluding VAT	R	
Value Added Tax (VAT) Amount – VAT @ 15%	R	
Total Contract Value for the Five (5) Year Contract – Including VAT <i>(to be carried to the Form of offer and acceptance)</i>	R	

- Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Annual Cost Summary. The value must be carried down under period Year 1.
- Escalations to be added to the annual contract value going forward will be 6% per annum. This will be subject to published Consumer Price Index (CPI) increases.
- Price adjustments will take place on the anniversary of the contract each year, however the escalation will not be an automatic adjustment. ACSA reserves the right to negotiate such contract price adjustment.

Annual Cost Summary

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1 - Excluding VAT (x12 Months)
A. Monthly Waste Management Fees	Monthly	R	R
B. Less: Recycling Return (to be calculated monthly during the contract term)	Monthly	(R)	(R)
Total (Excluding VAT)		R	R

- Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers.
- Failure to use the prescribed schedule will make the bid liable for disqualification.

A. Price Schedule for one (1) month

No	Description	UOM	Quantity	Rate	Total Amount
1	Overhead & Operational Charges				
1.1	Vehicle Costs	Month	1	R	R
1.2	Site Operational Costs & Management Costs	Month	1	R	R
1.3	Site Supervisor (Scalable to number of days worked)	Day	31	R	R
1.4	Site Driver – Code 10 (Scalable to number of days worked)	Day	31	R	R
	Site Driver – Code 14	Day	31		
1.5	General Assistant x 2 (Scalable to number of days worked) -Build in cost of relief staff	Day	31	R	R
1.6	ACSA Issue Permits & Induction Costs - Reimbursed Based on Proven Costs - No Mark Up Allowed - Permanent Personal Permit Card(AIT) – R270 - Personnel Avop permit-R358 - General Security Awareness Training- R 900 - Icon Price – R88 - AVOP – R88 - Add colors – R197 - Vehicle 1 year – R1 362 - Parking at basement & Cargo – R88 NB: The bidder to claim costs for airport permit for each employee once every 2 years	Rates	1	R	R
1.7	OHS Related Safety Charges for full compliance to safety requirements	Month	1	R	
1.8	Provisional Sum for ad-hoc works – Testing, classification, specialist reports, goods and services etc as may be needed on an ad-hoc basis – Procured through 3 rd party procurement.	Prov Sum	1	R 25 000	R 25 000
1.9	Mark up on third party procurement Note: Bidders to determine mark -up percentage and calculate the mark amount only based on the given provisional sum at 1.8 above.	%		R	R

2	Operation & Management of Waste Collection Sites (Number of collections is scalable based on volume of waste generated on site)				
2.1	Supply of 210 litre labelled wheelie bins for rotation within the various satellite security stations and WP office area station.	No	75	R	R
2.2	Supply hazardous labelled bins for rotation within the various satellite security Stations	No	9	R	R
2.3	Other (Bidder to state)	Month	1	R	R
	Note: The bidder will be required to Operate, Clean and Maintain Waste Stations / Routes. Vehicles, Supervision, Drivers, general assistants and bins are deemed to be included in items 1.1 1.2, 1.3, 1.4, 1.5 & 2.1. Therefore, no additional charges should be included for this work. Should the bidder determine that additional costs not covered in items 1.1, 1.2, 1.3, 1.4, 1.5 and 2.1 are required to execute this work then the bidder should include any additional costs as other above at 2.3.				
3	Sortation & Transfer of Waste (Quantities Provisional and scalable to volume of waste generated)				
	All 8 Waste Transfer Facilities at ORTIA				
3.1	Waste Compactor - 27m3 Capacity	No	1	R	R
	Waste Compactor – 27m3 Capacity	No	2	R	R
3.2	6m3 Skip Container	No	16	R	R
	11m3 compactor bins	No	6	R	R
	113m3 skip bins	No	12	R	R
	18m3 Skip Bin/Container	No	6	R	R
3.3	Electronic Industrial Scale	No	3	R	R
3.4	High Pressure Cleaner	No	8	R	R
3.5	Sorting Rack with Bulk Bags for Identified Waste Streams	No	2	R	R
3.6	Odour Control Unit (Airside, Domestic and International Basement station)	No	3	R	R
3.7	Sorting Table	No	4	R	R
3.8	Galley Waste – 18m3 skip - Colour Coded & Labelled (Super South)	No	1	R	R
3.9	Solid Hazardous Waste – 18m3 skip - colour Coded & Labelled (Super South)	No	1	R	R
3.10	Oily Rags – 6m3 skip – Labelled (Fire Station)	No	1	R	R

3.11	Solvents & Sludge – 6m3 skip – Labelled (Super south)	No	1	R	R
3.12	8 Foot Cardboard Box for Light Tubes (Domestic & International, Cargo, Super south and WP)	No	5	R	R
3.13	Glass Storage Units 6m3 skips (Domestic & International and Super south)	No	3	R	R
3.14	Provisional - 06:00am – 18:00pm (12 Hour Shift) Labour - Sorters / General Assistants (Number of sorters / assistances scalable to the volume of waste generated – Rate tendered must be based on 31 days per month to enable scalability based on number of days worked)	No	15	R	R
3.15	Provisional - 18:00pm – 06:00am (12 Hour Shift) Labour - Sorters / General Assistants (Number of sorters / assistances scalable to the volume of waste generated – Rate tendered must be based on 31 days per month to enable scalability based on number of days worked)	No	9	R	R
3.16	Provisional - 08:00am – 17:00pm (9 Hour Shift) Labour - Sorters / General Assistants (Number of sorters / assistances scalable to the volume of waste generated – Rate tendered must be based on 31 days per month to enable scalability based on number of days worked)	No	9	R	R
3.17	Bins for Spill Kit for Hydrocarbon Waste (airside waste transfer station)	No	0	R	R
1					
4	Transportation & Disposal/Recycling of Waste (Scalable to volume of waste generated)				
4.1	Disposal of General Waste	Ton	360	R	R
4.2	Disposal of Hazardous Solid Waste - Includes Galley Waste, oily rags etc	Ton	5	R	R
4.3	Recycling of Food Waste - Charge for disposal only (Transport Costs Deemed to be Included in Vehicle Costs in Section 1 of the Price Schedule)	Ton	22.32	R	R
	Total	R			

B. Recycling Return schedule for one (1) month

No	Description	UOM	Quantity	Rate	Total Amount
Note: Quantities reflected below are strictly provisional and are subject to remeasure based on actual volumes generated. Quantities reflected below represent an estimate of average monthly recyclables. Average is based on total waste over a 12-month period (1 year). The quantity below represents approximately 50% of the monthly average.					
	Plastics				
1	Polyethylene Terephthalate (PET)	Ton	2.06	R	R
2	Polyethylene Terephthalate Mixed (PET Mixed)	Ton	1	R	R
3	Polypropylene (PP)	Ton	1	R	R
4	Low Density Polyethylene Soft (LDPE Soft)	Ton	2.9	R	R
5	High Density Polyethylene (HDP)	Ton	1	R	R
6	Polystyrene (Plastic PS)	Ton	1	R	R
7	Plastic Mix	Ton	1	R	R
8	Biaxially Oriented Polypropylene (BOPP)	Ton	1	R	R
	Papers				
9	Common mix waste	Ton	6,9	R	R
10	Newspaper	Ton	1	R	R
11	Carboard	Ton	13,7	R	R
12	White office paper	Ton	1	R	R
	Oils				
13	Machine oil	Litre	1	R	R
14	Food grade oil	Litre	1	R	R
	Metals				
15	Scrap metal	Ton	1	R	R
16	Food cans	Ton	1	R	R
17	Beverage cans	Kg	439	R	R
18	Foil	Kg	20	R	R
	Other				
19	Plasticized Cardboard (Tetra Pak)	Ton	1	R	R
20	Paper infused cups	Ton	1	R	R
21	Printer Cartridges	Kg	1	R	R
22	General batteries	Kg	1	R	R
23	Lithium ion / lithium-based batteries	Kg	1	R	R
24	Food waste	Ton	27	R	R
	Total	R			

PART 3: SERVICE INFORMATION

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	Total number of pages	

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1. DESCRIPTION OF THE SERVICE

1.1. Executive Overview

The contractor will manage and remove waste at OR Tambo International Airport in a sustainable manner at the lowest costs while ensuring compliance to Environmental, Health & Safety and Aviation related legislation.

The service required includes waste collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate landfill/disposal/recycling/repurposing site(s). In addition, OR Tambo International Airport is committed to the reduction of pollution resulting from its activities as well as improving its environmental performance through adopting and implementing approaches that are environmentally sustainable. This comprehensive waste management service will aim to ensure significant reduction of its negative impact to the environment. This approach is aligned with the Environmental Management Policy adopted by ACSA.

The key objectives for this service is to:

The OR Tambo International Airport's aim is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables. The key objectives for this programme are to:

- Sort, store, transport, recycle waste in line with legal requirements.
- Ensure reduction of waste transported to landfill/disposal site(s).
- Ensure that there are sufficient facilities for handling and disposal of waste within the airport.
- Ensure that the Airport's waste is disposed of in a responsible manner, i.e., at approved landfill/disposal/reuse/recycling sites.
- Ensure that waste streams do not result to a nuisance to Airport users.
- Ensure scalability of monetary amounts payable depending on waste generated per month.

Continuous improvement efforts will be undertaken to minimize waste upstream and sortation at source methodologies. This could necessitate the diversion of waste streams during the course of the contract. The Service Provider will be monitored and measured on performance aimed towards zero waste to landfill (percentage diverted from landfill).

1.2. Location of the Works

The works is located at OR Tambo International Airport and covers the entire site which includes restricted and access-controlled areas.

It is crucial for the service provider to note that OR Tambo International Airport is a National Key Point and governed as such.

Types of Waste

The Airport(s) generates general, hazardous waste and recyclables. The categories include:

• General Waste ○ Wet/Liquid ○ Waste food generated from the airport precinct. ○ Solid waste from the airport precinct. ○ Textile waste (Clothing, discarded uniforms etc.)	• Hazardous Waste ○ Galley waste ○ Oily rags ○ Solvents / sludge ○ Paint containers and used oil cans. ○ Liquids, Aerosols and Gels (LAGS) ○ General solid hazardous waste. (Multiple classifications) ○ General liquid hazardous waste (Multiple classifications) ○ Infectious waste (Related to communicable illness/virus/diseases) ○ Medical waste	• Recyclables ○ Plastic ○ Paper ○ Oil ○ Metal/Sharp objects (security) ○ Food Waste ○ Fluorescent tubes ○ Batteries ○ E-waste ○ Other
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1.3. WASTE GENERATION - GEOGRAPHIC AREAS

Waste is generated in the following areas:

- Domestic Terminal Building Basement area
- International Terminal Building Basement area
- ACSA Super South airside areas
- ACSA Cargo landside areas
- ACSA Cargo airside areas
- Western Precinct Building Offices area
- Fire station building airside area
- Security Central Terminal Building Screening area
- Terminal A Screening area
- Terminal B Screening area

1.4. OPERATING HOURS

Airport operating hours are on average from 04h00 to 00h00, seven (7) days a week.

Staffing (Full Team) will have to be provided from 08h00 — 17h00 - 7 days a week and airside, International and Domestic staff to work across two (2) shifts from 06:00am to 18:00pm and from 18:00pm to 06:00pm. Staff resourcing for operations to be in line and in accordance with Labour Law.

1.5. PERSONAL PROTECTIVE CLOTHING AND MEDICALS

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

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

1.6. SUPERVISION AND MANAGEMENT

- The service provider will ensure that a suitably experienced and qualified contract manager is appointed to manage the service.
It is not mandatory that the contract manager be based on site full time, however the contract manager must be able to discharge all duties necessary for the successful performance of this service.
- The service provider will ensure that site supervision is carried out by competent suitably qualified and experienced personnel. The supervisor will be site based and the appointed service provider will ensure the presence of at least one (1) supervisor at any given time during the course of operations (06:00 – 18:00 – 7 Days a week).
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

In the event of a person being replaced the *Contractor* must inform the *Service Manager* prior to the replacement and submit an amended Resource Proposal accordingly. For the full duration of this contract, no person(s) will be replaced by a person of lesser ability or qualification.

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

1.7. COLLECTIONS

The Service Provider will manage the collections required for all waste streams. Collections will be made at a suitable frequency to ensure good housekeeping is maintained in all waste areas. Areas that are exposed to passengers will be the first to be collected at the start of operations. These areas will be pointed out to the appointed service provider.

Transport and logistics to handle the requirements relative to the transportation of waste products must comply and or exceed all the relevant SANS codes, regulations, by-laws, ordinances and legislation applicable to Dangerous Goods. This includes permits, authorisations, emergency information, placards, signage etc. required to be carried for the transportation of dangerous goods. The service provider must ensure vehicles used have valid permits to transport waste.

The service provider must ensure that vehicles are suited to loading waste (skips and wheelie bins). The service provider must ensure that vehicles are suited to prevent waste from being blown off when in transit.

The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment.

The service provider must make provision for driving/operating personnel to achieve the required service level.

As per ACSA policy vehicles older than 8 years are not allowed onsite. For the duration of the service, any vehicle which reaches 8 years of age must be replaced by a suitable vehicle to ensure compliance with ACSA policy.

1.8. FOREIGN OBJECT DEBRIS (FOD) ANALYSIS

FOD removal shall take place daily by Acsa personnel and service provider will sort FOD and the individual contents analysed, documented and photographic evidence saved.

1.9. SORTATION BAILING AND STORAGE FOR TRANSFER

Access to the Waste Facility (Basement International and Domestic sorting, transfer and storage area) to be controlled at all times by the service provider. No unauthorised persons shall be allowed to enter / make use of the site without the required approval.

Only airport staff with valid ACSA permits will be allowed to enter the facilities for a purpose of delivering waste from their different areas of operations. Service provider must ensure that the affected facilities are protected with unbreakable barrier with lockable gate to control access.

The service provider will provide the necessary equipment, tools, labour, drivers and supervision to carry out the required works.

Provide the following equipment:

- Suitable sorting table(s) for the sortation process.
- Suitable sorting rack(s) with bulk bags for the sortation process.
- Suitable bailing machine(s) for the various waste streams generated.
- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale(s) to weigh waste generated and sorted.
- Suitable containers/storage units for the various waste streams.
- Suitable Skip(s) and glass storage unit(s) for the anticipated waste volumes.
- High pressure cleaning equipment to clean wheelie bins, equipment and the sortation facility.
- Vehicles and drivers to meet service levels. (Vehicles older than 7 years are not allowed on site per ACSA policy). Any vehicles brought to service will not be older than 7 years at any given time for the duration of the contract.
- Odour control unit (s) – ozone machine installed within the waste sortation facility.
- Any other equipment not mentioned above but required to meet the service level requirement.
- Make provisions for demarcations and signage for the facility all in accordance with regulatory and legislative requirements.
- Basic cleaning equipment

Services**Perform the following activities:**

- Receive, separate, and sort waste accordingly into the various waste streams generated.
- Preparation of various waste streams for temporary storage and loading into designated containers/storage areas for later disposal.
- Maintaining adequate stock of clean wheelie bins for rotation to all Terminal Security LAGS areas.
- Compacting of waste for landfill disposal.
- Cleaning of all equipment and wheelie bins.
- Service and maintain odour control unit and in line with OEM specifications.
- Ensure good housekeeping standards are achieved and maintained on a daily basis.
- Deep clean the facility on a weekly basis.

Equipment will need to be maintained according to manufacturer specifications, with calibration conducted as per manufacturer requirements, and records available on site for inspection.

The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.

1.10. TRANSPORTATION AND DISPOSAL

The service provider will provide for transportation from the airport transfer area to all approved disposal and recycling/re-use sites.

The service provider will provide for all costs related to the safe disposal and recycling at approved sites.

The service provider is to ensure written agreement is reached with disposal sites that are permitted to legally carry out disposal activities in line with their permit approvals.

The service provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of ACSA generated waste.

1.11. RECYCLABLES

The service provider will provide a monetary return on recyclables at the agreed/negotiated rates and terms.

The service provider is to ensure written agreement is reached with recycling sites that are permitted to legally carry out recycling activities in line with their permit approvals.

The service provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible recycling of ACSA generated waste.

Diversion of waste streams

ACSA seeks to contract service provider(s) who will provide innovative solutions which will achieve the following goals:

- Zero waste to landfill.
- Improving on ACSA's carbon footprint
- Improving on ACSA's environmental footprint
- Improving on recyclables
- Generating revenue from recyclables

ACSA intends on implementing initiatives such as waste beneficiation, anaerobic digestion, composting of food waste, recycling of hydrocarbons and or any other form of recycling/repurposing that will lead to the successful achievement of these goals.

1.12. NEW WASTE STREAMS

The service provider is encouraged throughout the contract to identify new recyclable waste streams to divert waste from landfill. Where new streams are identified ACSA will enter into negotiations with the appointed service provider with a view to reach a mutually beneficial agreement between ACSA and the service provider.

In the case where more favourable disposal and recycling sites are identified by ACSA through the term of the contract, ACSA reserves its right to divert such waste streams excluding it from the provision of this service.

1.13. EQUIPMENT

All equipment must be kept clean and in good condition. Service and maintain equipment in accordance with the Original Equipment Manufacturer (OEM) requirements.

1.14. DOCUMENTATION

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

i) **Disposal Sites permits / licenses / Contractor Permits / Authorisations**

Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations.

The Service Provider must notify ACSA of all waste disposal sites to which the waste is being transported to and disposed off. The Service Provider must notify ACSA in writing within 30 days of any changes to these sites. ACSA must approve the sites before waste is transported and disposed of at the respective sites.

The service provider must provide all applicable contractor permits, approvals authorisations relating to their operations which is issued by local, provincial and national authorities.

ii) **Waste Reports**

Reports are submitted within the first seven days of the new month.

The monthly report must include:

- Waste volumes
- Waste categories
- Recyclable volumes
- Landfill site(s) used and registers.
- Recycler(s) used.
- Non- compliance issues
- Waste manifest documents
- Safe disposal certificates
- Site access control – Record of persons entering the work area. (Temporary permits)
- Analysis of FOD waste generated on airside (class, type, photographic evidence)
- Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies)
- Monthly report that confirms review and suitability of safety file, risks, treatment and work method.

The report must be submitted in a user friendly and in a compatible format agreed by ACSA at the start of the contract.

Signed copies of Waste Manifest Documents must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of the National Waste Management Act, Act 59 of 2008.

Safe disposal certificates to be attached to the report.

Weigh bills: Where waste receptacles are transported directly to the disposal site (i.e., where waste has not been combined with waste from other companies), weigh bills shall be issued by the Waste Disposal site or treatment facility. These shall be submitted to ACSA with the corresponding Waste Manifest Document.

The weekly report must include:

- Waste volumes
 - Recyclable volumes
- Represents actual waste generated in real time.

Annual reports. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to ACSA's satisfaction.

Final integrated report at the end of the contract period. Final report to be submitted in an electronic format as well as a hard copy. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to ACSA's satisfaction.

Information and other things

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

- | | |
|--------------------------|-------------------------------|
| 1. Reports | 8. Audio Clips |
| 2. Memorandums | 9. Spread sheets / Data bases |
| 3. Drawings | 10. Meeting minutes |
| 4. Operating manuals | 11. Communiqués |
| 5. Service history books | 12. Files |
| 6. Pictures | 13. Warranties |
| 7. Movie Clips | |

Computerized Maintenance Management System (CMMS)

The contract deliverables will interact extensively with ACSA's Computerized Maintenance Management System (CMMS), which will produce scheduled Preventative Maintenance (PM) and Work Order (WO) documentation that must be completed within the agreed time frames. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

1.15. OCCUPATIONAL HEALTH AND SAFETY PLAN

An Occupational Health and Safety Plan in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be contained in the safety file submitted. Work will only commence once the file has been approved by the Safety Manager and a permit to work is issued. The service provider must ensure adherence and compliance to all requirements set out in the Occupational Health & Safety Act as well as ACSA guidelines, policies and procedures.

The following must be provided by the appointed service provider:

- Medicals needed for all workers on site
- Certificates and appointment letters for First Aider, SHE representatives and any other appointment which is necessary for the execution of the service.
- Public liability insurance
- Letter of good standing with workman's compensation
- Scope of works and method statement for inclusion in the safety file
- Risk assessment specific to OR Tambo International Airport.
- Section 37 – 2 mandatory agreement

Note: Bidders are to refer to the attached health & safety requirements

1.16. EMERGENCY RESPONSE PLAN

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

The above plan must include emergency response and a spill containment plan.

Adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Proof of such training material must be available on site at all times.

The emergency response plan shall be simulated within 30 days of commencing with the contract. The appointed service provider shall ensure that all requirements including training is implemented to carry out the simulation.

1.17. WASTE OPERATIONAL AND MAINTENANCE PLAN

Management strategy and start up

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

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

- Execution Plan, Approach & Methodology.
 - Site Collections
 - Site Sortation
 - Waste Disposals
- Resource plan that demonstrates site management organogram and reporting lines specifically for the service
- Training aligned to scope of works. Specific attention is drawn to regulated training
- Bidders are required to provide a proposal for implementing innovative solutions at the option of ACSA, which result in improved delivery of the service through more efficient methods/approaches and results in a reduction in total cost to ACSA.
- ACSA has formulated goals which are to be achieved and intends on implementing initiatives such as waste beneficiation, anaerobic digestion, composting of food waste, recycling of hydrocarbons and/or any other form of recycling/repurposing that will lead to the successful achievement of these goals.

The goals are listed below:

ACSA's goals of:

- i. Zero waste to landfill.
- ii. Improving on ACSAs carbon footprint.
- iii. Improving on ACSAs environmental footprint.
- iv. Improving on recyclables.
- v. Generating revenue from recyclables.

Bidders are required to provide proposals which will address and incorporate into the service, initiatives that will lead to the successful achievement of these goals.

The contractor is to ensure that they implement an Environmental Management System aligned with ISO14001, latest revision.

1.18. CONTINGENCY PLAN

The contractor is to provide ACSA with contingency plans demonstrating ability to maintain continuity of service that will cover but is not limited to the following aspects:

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Staff turnover (How will replacement of resources be managed)
- High levels of absenteeism.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as widespread flooding etc)
- ACSA's exposure to third parties.
 - ACSA is not adversely affected by any changes made by third parties.
 - ACSA is not adversely affected by the contractor changing the site they utilise for disposals and recycling.
 - ACSA is not adversely impacted by increased tariffs charged by these facilities/3rd parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted unless informed by a change in law or regulation. Any changes in law or regulation will be reviewed and approved at the discretion of ACSA.

1.19. LEGAL REQUIREMENTS

The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national legislation, regional legislation as well as local Municipal By-Laws. The key legislation includes but is not limited to the following:

National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc. This service must be in full compliance with this Act.

Section 28 of the National Environmental Management Act (NEMA), Act 107 of 1998 places a legal "duty of care" on all people and a 'polluter-pays-principle, the service provider will be required to comply with all NEMA requirements.

The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.

Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

The list below is provided to bidders as a guide to the legislative and regulatory environment the service will be executed in. The list is not exhaustive and is the responsibility of the bidder to ensure that they familiarize themselves with all legislative and regulatory requirements that relate to the service

1. Civil Aviation Act (Act 13 of 2009), as amended:
2. International Civil Aviation Organization (ICAO) - International Standards and Recommended Practices
3. Municipal bylaws and regulations as applicable.
4. Standards and specification of ACSA as applicable
5. Standards and specifications of applicable authorities and governing bodies
6. The constitution of South Africa
7. National Environmental Management Act 107 of 1998 and Regulations, as amended:
8. National Environmental Management: Waste Act 59 of 2008 and Regulations, as amended:
9. Waste Classification and Management Regulations
10. National Norms and Standards for the Assessment of Waste for Landfill Disposal
11. National Norms and Standards for Disposal of Waste to Landfill,
12. Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste
13. Hazardous Substances Act, 1973, as amended:
14. Health Care Waste Management Act,
15. International Health Regulations
16. National Environmental Management: Air Quality Act, 39 of 2004 as amended:
17. Applicable standards and codes of practices,

1.20. INCIDENTS

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

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

1.21. INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.

The service provider is required to inspect its own facilities per prevailing regulation and provide proof when required.

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

1.22. ESCALATION

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

1.23. INVOICING

Invoices will be itemized per the price schedule.

When invoicing, the *Service Provider* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

The *Contractor* shall address the tax invoice to ACSA and include on each invoice the following information:

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

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

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

1.24. ENABLEMENT PROVISIONS

Provided by ACSA

- Waste sortation and storage area located in the terminal basement.
- Waste satellite stations
- Waste *sortation*/ transfer and storage stations located on the airside of the airport precinct.
- Common use ablutions
- Water – Free for use due to operational needs (Metered to track consumption)
- Electricity – Free for use due to operational needs (Metered to track consumption)

Provided by the contractor

- Supervision and management
- Equipment, tools and machinery to discharge the service

All tools and equipment used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

- Labour as required
- Weigh scale to track quantities of waste generated, sorted and disposed.
- Vehicles as required

1.25. MANAGEMENT MEETINGS

Contract performance meetings (Risk Reduction Meetings) will be set up from time to time between the *Contractor* and the *Employer's Service Manager*. The scheduling of these meetings will be at the discretion of the Employer.

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

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

The meetings may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, + Risk register, Early Warning and compensation events	Monthly (day and time to be agreed)	OR Tambo International Airport	<i>Employer and Contractor and others as and when required</i>

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

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

1.26. INTERPRETATION AND TERMINOLOGY IN RELATION TO THE SERVICE

- **Access Control:** Ensure controlled access to dedicated waste areas at all times. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval. An access register must be available on site.
- **Audit:** Ensure compliance to all SLA's for the purposes of ACSA's scheduled audits by Auditors.
- **Disposal duties:** Dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.
- **Landfill operator:** Audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.
- **Monthly Checks:** The Employer will perform monthly assessments of the Contractor's activities to determine contractor performance.
- **Proof of Safe Disposal Before Payment:** Provide proof of safe disposal each month (certificates of safe disposal) for all hazardous waste loads taken off site, as well as waste manifest documents for all general waste and recycling / recovered slips for recycled / recovered material. Proof must be attached to all service entry sheets and invoices.
- **Recovery / Recycling:** Ensure that all types of waste that can be recovered / recycled are indeed recovered / recycled e.g., all types of plastic, fluorescent tubes and lights, electronic equipment, food waste etc. and should continually strive to recycle all waste streams received.
- **Reporting:** Provide a monthly report, together with waste management statistics of all waste mass (kg) for all classes of waste along with all paperwork (safe disposal certificates, waste manifest documents etc.) in electronic format and hard copy. Also require daily analysis of FOD (Foreign Object Debris) collected from the airside – to be reported separately on a daily basis.
- **Scales:** Maintain scales according to manufacturer specifications, with calibration conducted as per requirements, and available on site.
- **Spill and Clean Materials:** Provide adequate spill and pollution clean-up materials which must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Such training material must be available on site at all times.
- **Wheelie Bins:** Provide wheelie bins that are colour coded for designated areas for types of waste specified.
- **Water Conservation:** Contractor must apply strict water conservation measures throughout operations.
- **CMMS** – Computerized maintenance management system
- **PM** – Preventative maintenance
- **WO** – Work order / Task order
- **Contractor / Service Provider** – The term contractor and service provider is used interchangeably in this document. The term refers to the entity contracted to carry out the service.

2. GENERAL SPECIFICATIONS

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

- The contractor will weigh or measure the volume of waste being collected from OR Tambo International Airport and issue OR Tambo International Airport with the weigh bill for the full quantity of waste before it leaves the site.
- The contractor will ensure that ACSA receives safe disposal certificate for all waste that is disposed off.
- Comply with Section 23, 24 & 25 of the National Environmental Management Waste Act (NEMWA.)
- The contractor will ensure that all necessary tools, equipment and consumables required for the execution of the works are always available on site to execute the works.
- The contractor needs to provide transportation for all staff to their designated workplaces within the site.
- The contractor will conduct daily inspections of all areas of within their responsibility.

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.

Environment

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

At no time shall the Contractor:

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

Format of communications

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

Management meetings

The Contractor will be expected to attend meetings 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.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will 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 reports

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:

Waste minimization, recycling, and disposal information. All in line with requirements set out elsewhere in the specification.

The contractor shall keep copies of all reports for the contract duration. All reports shall be in a format as agreed with the Service Manager.

Permits

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

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tool's permit	All persons taking cell tools to airside	ACSA Security

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - 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 in compliance with a law or regulation. This includes waste related permits and certificates where applicable to this contract.

Health and safety requirements and procedures

The Service Manager / OHS manager shall be entitled to claim low performance damages from the Contractor 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 annexures.

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

All persons on company premises shall obey all health and safety rules, procedures and practices.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the Occupational Health and Safety 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 workman's compensation registration shall be produced on request.

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

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

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a hot work permit - obtainable from ACSA. 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 Airports Company South Africa premises.

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting (Where applicable)

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

Vehicle

The vehicles to be used must not be more than 5 years old throughout the service. The following are operational requirements that shall be met prior to a vehicle permit being issued:

Requirements for Operational Vehicles and Equipment

The following are operational requirements that shall be met prior to a permit being issued:

- Usage
These procedures apply to all vehicles and equipment operating airside of the site.
- Operational Vehicles and Equipment
In instances where in the required documentary evidence of the vehicles, age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (5) years;
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.
 - In the event that a Safety Compliance/ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification.
- Signage
All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;
 - The vehicle/equipment shall display signage which includes both prefix and a company logo;
 - The registration number of the vehicle/equipment shall not be used as a prefix;
 - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;
 - Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
 - The company logo need not conform to the above standard, as each company has their specific logo;
 - The company's prefix shall be clearly visible and have a minimum of two (2) alphanumerical and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
 - The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment;

- It is recommended that the prefix and logo be situated next to one another on the doors but this shall be separated;
- Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment. And
- Where the vehicle/equipment is being escorted, this shall not be required.

Note: ACSA will reimburse the service provider for ACSA issue permits, this includes initial issue at start of contract and subsequent renewals at expiry per prevailing ACSA policy and procedure.

Should a contractor opt to change vehicles prior to the renewal period, then such costs of renewal will be for the contractor's account.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Site Information</i> 1. Site Specific Activity Schedule – Included in tender document 2. ORTIA Collection Point Roster – Included in tender document 3. ORTIA Waste Monitoring Report – Included in tender document 4. Environmental Specification – Included below 5. Site Specific Risk Assessment – Included below	
	Total number of pages	

Environmental constraints and management

Service & Maintenance Contractors

Environmental Terms and Conditions to Commence Work - EMS 048

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

• ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. - The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall always maintain a tidy, litter free environment in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe

• ISSUE	REQUIREMENT
	Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
• Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, _____ (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)

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF MEDIUM VOLTAGE CABLES (11kV) AT OR TAMBO INTERNATIONAL AIRPORT FOR 7 MONTHS.
Document Number: HIRA 1	Revision Number: 001

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

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

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

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

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

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

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

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

Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to be carried out by the contractor	4C