



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: RFQ 70365

TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING AND VEGETATION MANAGEMENT SERVICES FOR A PERIOD OF 4 MONTHS/UNTIL QUANTITIES DEplete AT 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 THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF
GRASS CUTTING AND VEGETATION MANAGEMENT SERVICES FOR A
PERIOD OF 4 MONTHS/UNTIL QUANTITIES DEplete AT OR TAMBO
INTERNATIONAL AIRPORT

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C1.2 Form of Offer and Acceptance

Offer

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

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING AND VEGETATION MANAGEMENT SERVICES FOR A PERIOD OF 4 MONTHS/UNTIL QUANTITIES DEplete AT OR TAMBO INTERNATIONAL AIRPORT

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rand;

R.....(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

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Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Service Information
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with Pricing Schedule W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (name):	[Airport Company South Africa]
	Address	[OR TAMBO International Airport]
	Tel No.	[TBC]
10.1	The <i>Service Manager</i> is (name):	[TBC]
	Address	[OR Tambo International Airport]
	Tel	[TBC]
	e-mail	[TBC]
11.2(2)	The Affected Property is	[OR TAMBO International Airport]
11.2(13)	The <i>service</i> is	[Grass cutting and Vegetation Management Services]
11.2(14)	The following matters will be included in the Risk Register	[OHS Act and New Construction Regulation compliance.]
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[1] week
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[4] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	[TBA]
30.2	The <i>service period</i> is	[Four month from Acsa signature] or when contracted funds are depleted, whichever comes first.
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the [15th] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[4] weeks.
51.4	The <i>interest rate</i> is	(i) [The prime lending rate] percent above the publicly quoted prime rate of interest charged by [Nedbank] Bank for amounts due in Rands and Cents
6	Compensation events	(If the optional statement for this section is not used, no additional data will be required for this section)
	These are additional compensation events:	
	1	[•]
	2	[•]
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [Refer to part C1.3]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[Refer to Part C1.3]
83.1	The <i>Employer</i> provides these additional insurances	[Refer to Part C1.3]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	[Refer to Part C1.3]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[Refer to Part C1.3]

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with Pricing Schedule	Refer to Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	[2] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	[Johannesburg] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract. (No CIP will be applicable on this contract
X1.1	The <i>base date</i> for indices is	[Sectoral Determination and/or Bargaining council labour rates will take effect as soon as they are published or gazetted].
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information
X18.1	The 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 liability for Defects due to his design of an item of Equipment 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 the excluded matters, is limited to	[The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer's property, Defects liability, Insurance liability to the extent of the Contractor's risks death of or injury to a person; infringement of an intellectual property right]
X18.5	The end of liability date is	[2] months after the end of the service period.
Z	The additional conditions of contract are	
	AMENDMENTS TO THE CORE CLAUSES	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, 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: Delete core clause 20.1 and replace with the following:	
Z2.1	The Contractor provides the service in accordance with the Service Information and warrants that the results of the service, when complete, shall be fit for their intended purpose.	

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

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

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

Z4. Termination

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

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

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

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

Z5.2

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

Z6.

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

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES**Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

Z7.1 A change in law is defined as:

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

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

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.

Z8.2. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

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

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

ADDITIONAL Z CLAUSES**Z10. Cession, delegation and assignment**

Z10.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. 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*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. 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;

Z12.1.2. 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.

Z12.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in

connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13. Confidentiality

- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** 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*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** 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;
- Z13.3.3.** 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);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. Employer's Step-in rights**
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [●] weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** 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.
- Z15. Liens and Encumbrances**
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. Intellectual Property**
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the

service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z15.5.1** the *Contractor's service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

- Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

Part C1.3 Contract Data**Part two – Data provided by the Contractor**

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

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

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

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

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

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

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

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address:
Airport Company South Africa OR TAMBO International Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

*Provision of Plumbing Maintenance Services for a Period of 1 year at the
OR TAMBO International Airport*

1. Definitions

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

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

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatory shall further ensure that all his / her employees are trained on the health and safety

aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

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

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

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

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- 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 provide with copies of any written documentation and medical reports relating to any incident.

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

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

14. SUB CONTRACTORS

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

14.2 The Mandatary shall ensure that the sub contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE 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 will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give

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

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

28. INDEMNITY

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

29. FURTHER UNDERTAKING

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

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

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,

Ia duly authorised 16.2 Appointee acting for and on behalf of

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

OHS ACT Appointment by Contractor

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

..... on behalf of

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by

(Contractor) to perform work in terms of this contract.

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

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

Title Name

Signature

Date

Countersigned by company official

Title Name

Signature

Date

Part C1: Agreements and Contract Data

C1.4: ACSA Insurance Clauses

INSURANCE CLAUSES FOR OPEX CONTRACTS

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

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

- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - A. in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - B. complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - C. negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

Insurance Affected by the Contractor.

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

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

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

Sub-Contractors

The Contractor shall:

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

Part C1: Agreements and Contract Data

C1.5: ACSA Terms and Conditions of Bid

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Binding Arbitration Provision

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

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

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

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

RFP Acceptance

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

ACCEPT		ACCEPT WITH AMENDEMENT/S		DO NOT ACCEPT	
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BIDDING ENTITY

REPRESENTATIVE NAME AND SURNAME:

SIGNATURE:

DATE:

PART C2: PRICING DATA**TSC3 Option A**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>Pricing Schedule</i>	[•]

C2.1 Pricing Instructions

The *conditions of contract*

How work is priced and assessed for payment

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

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

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

Function of the Pricing Schedule

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

Link to the *Contractor's* plan

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

Preparing the *Pricing Schedule*

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

necessary to Provide the Service as described at the time of entering into this contract.

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

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

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

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

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

Format of the *Pricing Schedule*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

NB PRICING SHCHEDULE FOR GRASS CUTTING AND VEGETATION MANAGEMENT

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

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

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

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

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

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

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

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

Pricing Schedule section 1: General requirements and provisions

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

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

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

Pricing schedule Section 2 : Provision for direct costs incurred for obtaining all personal and vehicle permits:**Pricing schedule section 2.1 : Permit pricing**

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

Note:

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

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

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

Pricing schedule section 3: Works execution

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

All tendered rates (per hectare of grass cutting and vegetation management works) should be inclusive of the following:

- Labour
- Equipment and machinery to be used in performing the scope of works.
- Establishment on site
- Lighting for night works
- Day, night, weekend, and public holiday works.

Note:

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

- Due to the unprecedented events caused by the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site.
- Regarding the total area given in the pricing schedule, the service provider must pay special attention that the rates provided in the pricing schedule must cater for all types of grass, vegetation, shrubs, trees and weeds to be cut during the maintenance. The measure of the extent of completed work is as per the hectare of grass and vegetation cut in line with height specifications provided in the **maintenance activities table** regardless of grass and vegetation type
- PPE at standards acceptable by ACSA
- The rates must also include raking, bailing and disposal to an approved disposal site
- All rates incorporated within the schedule of quantities must be all inclusive and no further compensation outside of the tendered rates will be provided for the works executed. The tenderer is thus considered to have a full understanding of the full scope of works when submitting their tendered rates.
- The frequency shall be as per the maintenance activities table below.

Pricing schedule section 3.3: Tree felling works

There are a variety of trees in the aerodrome environment with different characteristics. As a **rate only** item, contractor should consider the following when giving the rate:

- Tree type
- Tree height and width
- Extent of works due to tree type, machinery, raking, and transportation of debris from works to and approved disposal site
- Equipment required to perform the scope of works as described in the pricing schedule.
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- PPE at standards acceptable by ACSA
- Due to the unprecedented events caused by the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site.

The frequency of tree felling shall be as and when required based on operational requirements as and when requested.

Pricing schedule section 3.4 :Grass cutting and vegetation management around the Perimeter fence

Perimeter fence works will be measured per hectare. This will involve cutting of any type of grass, shrub, or vegetation at a clearance of three meters (3m) on both airside and landside, height and frequency specified in the **maintenance activities table**.

Rates to be all inclusive of the following items:

- Machinery, raking, bailing, and transportation of debris from works to and approved disposal site
- Labour
- Equipment required to perform the scope of works
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- PPE at standards acceptable by ACSA
- Due to the unprecedented events caused by the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site.

Note:

1. Special attention is required on this rate because more work will be involved on the perimeter fence as the landside part of it. The land side perimeter fence has a Barb wire mounted on the ground. It is required that the service provider in addition to grass cutting and vegetation management on the perimeter fence removes the barb wire during maintenance works and replaces it as per where it is located after completion

Pricing schedule section 3.5: Weed killing

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

- Machinery, raking, bailing, and transportation of debris from works to and approved disposal site
- Labour
- Equipment required to perform the scope of works as outlined in section of the Pricing schedule
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- Due to the unprecedented events caused by the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site.
- PPE at standards acceptable by ACSA
- Chemicals and herbicides (nontoxic) The frequency shall be as and when required

Pricing Schedule section 3.6:Shrub Cutting and removal

There are a variety of shrub in the aerodrome environment with different characteristics. As a rate only item, contractor should consider the following when giving the rate:

- Shrub type
- Tree height and width
- extent of works due to tree type, machinery, raking bailing, and transportation of debris from works to and approved disposal site
- PPE at standards acceptable by ACSA
- Equipment required to perform the scope of works as outlined in the pricing schedule.
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- Due to the unprecedented events caused by the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site

Frequency will be as and when requested

C2.2: Pricing Schedule

ACTIVITY NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
	Compliance with OHS Act Regulations (Including the Construction regulations act 2003)				
	1.1 Submission and approval of Health and Safety file and compliance to health and safety requirements as per the OHS act of 2014	Lump Sum	1,00		
2	<u>Provision for direct costs incurred for obtaining all personal and vehicle permits:</u>				
	2.1 Permit Pricing	Prov Sum	1,00	30000	30000
	b) Handling costs to item 2.1	%	30000	10%	
3	Works execution				
	3.1 Grass cutting and vegetation management	Ha	2 300,00		
		Ha	27,00		
	3.2 Grass cutting and vegetation management on uneven areas				
	3.3 Tree felling works	No	Rate only		Rate only
	3.4 Grass cutting and vegetation management around the Perimeter fence	Ha	80,00		
	3.5 Weed Killing	Ha	1,50		
	3.6 Shrub cutting and removal	No	Rate only		Rate Only
SUB TOTAL					

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

OVERALL, SUM OF ALL WORKS TO OCCUR DURING CONSTRUCTION		
LOCATON	DESCRIPTION OF WORKS	PRICE (EXL VAT 15%)
C.2.2	Grass and vegetation Management	
Sub-total		

<u>CALCULATION OF TENDER SUM</u>		
Schedule A: OVERALL, SUM OF ALL WORKS TO OCCUR DURING CONSTRUCTION	R	-
TOTAL OF SCHEDULE OF QUANTITIES (TENDER SUM)	R	-
The Tenderer shall make an allowance of 4% of the tender		
sum for contingencies (Add 4% OF Tender Sum above)	R	-
SUBTOTAL (Tender sum plus contingencies).	R	-
.		
VALUE-ADDED TAX (VAT) The tenderer shall add 15% of the subtotal for VAT	R	-
.		
TENDER PRICE CARRIED TO FORM OF TENDER	R	-

Part C3: EMPLOYER'S SERVICE INFORMATION

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

C3: Employer's Service Information

Description of the service

Executive overview

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

The airport serves as the front-end interface with passengers coming into the province/country, therefore it is important that we make a good first impression at all times to ensure that passengers continue to visit South Africa well into the future. The Airport Council International (ACI) is responsible for the Airport Service Quality (ASQ) survey which is a world-renowned and globally established benchmarking programme measuring passengers' satisfaction whilst they are travelling through an airport. Airport cleanliness is regarded a key driver of the ASQ rating attained by an airport, therefore, maintaining a high ASQ rating is of great importance to ORTIA.

Grass cutting and vegetation management is crucial in assisting with controlling growth of weeds and alien vegetation. The control of grass and vegetation growth plays a major role in the upkeep of the airport precinct, ensuring a high security level within the airport in all areas and the visibility of ground mounted signages to allow a clear line of sight for aircraft movement, minimizing impacts of fire breaks and most importantly meeting OHS requirements by reducing potential hazards that arise with uncontrolled vegetation and tree growth.

The objective is to maintain the serviceability of the infrastructure at OR TAMBO International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and environmental management regulations. The Contractor will be responsible for the scheduled and ad hoc grass cutting and vegetation management of all Airside zones and both landside and airside perimeter fence areas at OR Tambo International Airport for a duration of six (6) months or when quantities have been depleted.

Note:

1. Airside refers restricted areas in the airport which are permit and security controlled.
2. Grass cutting, and vegetation management will be defined as the control of vegetation and growth of grass through cutting all indigenous and invasive plant species, shrubs etc. to a certain height.

Employer's requirements for the service

The purpose of this tender is to request proposals for the provision of grass cutting and vegetation management services at OR Tambo International Airport for a period of 6 months or until contract quantities have depleted.

The successful bidder is to ensure that the designated areas in the **maintenance activities table** below are maintained to the specifications prescribed all times as well as to ensure that business continues while the designated areas are being serviced.

Airports Company South Africa SOC Ltd hereby invites proposals for the provision grass cutting and vegetation management services at OR Tambo International Airport for a period of 6 months or until contract quantities have depleted.

The successful bidder will provide grass cutting and vegetation management services in relation to the following sub-categories:

1. Grass cutting and vegetation management (even and uneven areas)
2. Tree felling
3. Grass cutting and vegetation management around the perimeter fence
4. Weed killing

In general, the scope of work should cover, grass cutting and vegetation management of various areas around the airside of OR Tambo International Airport (ORTIA)

a. Detailed Scope of work

The works that will be required during this short-term contract include the following:

- Grass cutting and vegetation management (even and uneven areas)
- Tree felling
- Grass cutting and vegetation management around the perimeter fence
- Weed killing

Note:

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

Grass cutting and vegetation management (even and uneven areas)

Grass cutting and vegetation management will be required at a variety of areas on the airside (**see maintenance activities table below**) of OR Tambo international Airport. These works will be conducted using heavy machinery such as grass cutting tractors to ensure effective works with minimal disruptions to operational activities. These works intend to control the growth of indigenous and invasive grass and vegetation species, shrubs, and trees. The grass and vegetation height should be maintained at different allowable heights (cm) specified in **the maintenance activities table**. Special attention around airport ground signages will be required to ensure clear visibility of signs to manoeuvring aircraft at all times. Periodic checks shall be made by the Assistant Manager: Building and Facilities Maintenance/Manager: Maintenance Engineering or designated Senior Maintenance Engineering personnel, of the area to check for signs of re-growth of grass or weeds. Grass and vegetation height is to be monitored and cut at frequencies defined in the attached activity schedule. Works will be measured per hectare of grass and vegetation cut.

Tree felling

The growth of trees should be controlled to minimise disruptions to aircraft movement. Works will be measured using rates provided by the service provider (Rate only Item), based on the type, number and effort involved on the trees cut. The applicable frequency shall be as and when required.

Grass Cutting and vegetation management around the perimeter fence

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

Note:

1. More work will be involved on the perimeter fence as the landside part of it has a Barb wire mounted on the ground. It is required that the service provider in addition to grass cutting and vegetation management on the perimeter fence removes the barb wire during maintenance works and replaces it as per where it is located after completion.

Weed killing

The eradication of weeds is to be undertaken. Weed killing will be carried out in a manner that does not cause damage to surrounding plants and trees. All root growth is to be removed. As far as practicable, the timing of treatment with non-toxic weed killer for the movement areas edges, shall be done at the beginning of the rainy season. Works will be measured per hectare of weeding works. The frequency of weed killing shall be as and when required based on operational requirements as and when requested.

Shrub Cutting and Removal

The growth of Shrub should be controlled to minimise disruptions to aircraft movement. Works will be measured using rates provided by the service provider (Rate only Item), based on the type, number and effort involved on the shrubs removed and trimmed. The applicable frequency shall be as and when required.

b. Schedule of works

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

The Manager: Maintenance or designated Maintenance Engineering personnel shall ensure that grass cutting and vegetation management on the airfield is in accordance with ICAO Doc 9137 - AN/898 Airport Services Manual Part 9, Chapter 6

Priority of the various areas is given in the Table below

Priority 1 area	Instrument Landing Systems
	Runway/Taxiway Strips
	AWOS Sites
	Receiver, Transmitter, Tacan, Compass Swing Base and Electrical Substation
	Grass runway
	Around lights and PAPI lights
Priority 2 area	Clearways
	Windsock
	Perimeter/Security Fences
	Fire Break
	Approach Lights
	Non-Operational Area (Inner Field)
	Bushes or shrubs- applicable to non-operational areas
	Reservoir Receiver, Transmitter, Tacan, VOR, DVOR and Electrical Substations
	Substations, VOR and other buildings on the airfield
Priority 3 Areas	Lawns on landside, Electrical, Maintenance and Fire Station complexes
	Shrubs and trees on landside, electrical, maintenance and Fire Station areas
	Gardens on landside, electrical, maintenance and fire station complexes
	Car rentals and remote site buildings
	Roads leading to remote sites
	Around terminal building on landside and airside

Maintenance activities table column descriptions

The table below gives a brief description of the column headings that are in the maintenance activities also giving details to the activities carried out during works execution and have the following meaning:

Column Heading	Meaning
Activity	A short description of the maintenance activity to be performed.
Task Description	A detailed description of the maintenance tasks to be performed.
Outage	REQD = Outage is required, as normal airport operations shall be impacted
	NOT REQD = Outage is not required, as normal airport operations shall not be impacted
Asset Group	Grass Cutting is assigned to a specific asset where the activity takes place
Frequency	The code used to reflect the intervals between which maintenance activities shall be performed. The convention used is D = Daily, W = Weekly, M = Monthly, Y = Yearly

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

Maintenance activities

Asset Group	Activity	Activity Description	Frequency	Outage
Runway/Taxiway Strips	Two Weekly Cycle (In Season or when maximum height is exceeded) for Grass Cutting and vegetation management on Runway/Taxiway Strips	Cut as short as possible.	2W	NOT REQD
		Specific Requirements:		
		Maximum height 10cm with a width of 50 meters from runway edge		
		Where a windsock is within the strip area these requirements will apply		
Instrument Landing System (ILS)	Two Weekly Cycle (In Season or when maximum height is exceeded) for Grass Cutting around the Instrument Landing System	Cut as short as possible. Specific Requirements: Maximum height 10cm with a strip from runway end to ILS Di-pole	2W	NOT REQD
Around Lights and PAPI Lights	Monthly Cycle (Or when maximum height is exceeded) for Grass Cutting around lights and PAPI Lights	Cut as short as possible	M	NOT REQD
Clear ways	Two Weekly Cycle (In Season or when maximum height is exceeded) for Grass Cutting on Clearways	Cut to 10cm height.	2W	NOT REQD
		Specific Requirement:		
		Maximum height 20cm In Season or when height is exceeded.		
		Cut to 10cm height.		
Windsock	Monthly Cycle (Or when maximum height is exceeded) for Grass Cutting around the Windsock	Cut to 10cm height	M	NOT REQD
		Specific Requirement:		
		Maximum height 20cm if the Windsock falls out of a Priority 1 Runway Strip Area		
Perimeter/Security Fences	Monthly Cycle for Grass Cutting at the Perimeter/Security Fence	Cut to 10cm height.	M	NOT REQD
		Specific Requirement:		
		Maximum height 20cm with the width of 3 meters.		

Approach Lights/Glide Path	Two Weekly Cycle (In Season or when maximum height is exceeded) for Grass Cutting around the Approach Lights	Cut to 10cm height.	2W	NOT REQD
		Specific Requirement:		
		Cut around and between approach lights up to 6 metres on either side of the lights and maintain a maximum height of 20cm.		
Non-Operational Area (Inner Field)	Monthly Cycle for Grass Cutting on the Non-operational areas (Inner Field)	Cut to 30cm height.	M	NOT REQD
		Specific Requirement:		
		Maximum height 40cm all areas. Irrespective of the time between cuttings		
Non-Operational Area (Inner Field)	Monthly Cycle for Grass Cutting near Bushes or Scrubs (Applicable to Non-operational Areas)	Cut to 30cm height.	M	NOT REQD
		Specific Requirement:		
		Maximum height 40cm. Ideally trees, bushes and shrubs should be removed from the airfield.		
Reservoir Reciever	Monthly Cycle for Grass Cutting around a Reservoir Receiver	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20cm in all areas for an area of at least 10 meters.		
Transmitter	Monthly Cycle for Grass Cutting at around a Transmitter	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20cm in all areas for an area of at least 10 meters.		
Tacan	Monthly Cycle for Grass Cutting at around a Tacan	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20 cm in all areas for an area of at least 10 meters.		
VOR	Monthly Cycle for Grass Cutting around a DVOR	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20 cm in all areas for an area of at least 10 metres.		

DVOR	Monthly Cycle for Grass Cutting at around a DVOR	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20 cm in all areas for an area of at least 10 metres.		
Electrical Substations	Monthly Cycle for Grass Cutting at around the Electrical Substations	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20 cm in all areas for an area of at least 10 meters.		
Buildings on the Airfield	Monthly Cycle for Grass Cutting on other buildings on the Airfield	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		Maximum length 20 cm within 3 meters of the building.		
Fire station Areas	Monthly Cycle for Grass Cutting on Scrubs and Trees on Landside, Electrical Maintenance and Fire Station Areas	Cut as short as possible.	M	NOT REQD
		Specific Requirement:		
		To be trimmed neatly at all times.		
Service roads	Monthly Cycle for Grass Cutting adjacent toroads leading to RemoteSites	Cut as short as possible.	M	NOT REQD

		Verges of road to be kept clean at all times.		
Roads leading to Remote Sites	Cycle for Herbicide (As Required)	Herbicide to be sprayed (maximum width 30 cm) along shoulders of any pavement area as soon as growth appears.	M	NOT REQD
		Herbicide to be sprayed 1 meter radius around runway lights.		

Note

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

Grass cutting and vegetation management maintenance activities on areas at an airport:**Movement area**

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

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

Non-Operational Area

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

- Grass cutters are to be used to clear the storm drain areas of all long grass and then the area shall be treated with non-toxic weed killer
- Grass that has been cut adjacent to the runway/taxiway strips (grass height 10cm to 20cm depending on an assessment by a Senior representative from B&FM/Maintenance Engineering Department) shall be collected and removed

c. Compliance of works by the Service provider

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

- **Work on Runways/Taxiways:** Where maintenance work is carried out on a runway or taxiway and closure is required, this shall be done in accordance with the Airside Operations Department Construction During Operations Procedures
- work is carried out by an Approved Contractor the Maintenance Engineering personnel shall ensure that the contractor complies with the approved Safety Plan. The preparation of paint area should be such that there is no environmental contamination. Work undertaken on the aerodrome shall be aligned with the requirements defined in the Aviation Compliance Department Works on Aerodrome Procedures
- **Vehicle/Equipment Operations on the Aerodrome:** Any requirements to access the aerodrome with vehicle or equipment, the Maintenance Engineering personnel or Approved Contractor shall ensure that they have completed the airside induction training, as per the Aviation Safety Department Airside Induction Training Procedures and Aviation Safety Department Airside Vehicle Operator Permit Procedures - When a driver is required to enter the manoeuvring area, and requires an escort, this shall be done in line with the Operations Department Escorting of Vehicles and Equipment Procedure
- **Low visibility Operations:** No grass cutting is allowed when fog, bad weather or LVP is experienced. When there is low visibility on the aerodrome, the requirements defined in the Operations Department Low Visibility Operations Procedure and the Aviation Compliance Department Obstacle Limitations and Protection of Navigational Aids Procedure -
- **SA CAA or other Statutory Body:** The grass cutting maintenance records and work activities may be subject to an audit by SA CAA or any other authorised statutory body.
- The service provider will be fully responsible for meeting all requirements in this document regarding the scope of works. In addition, all works will be carried out as per the specifications set out in **description of service above**
- Service and maintenance shall be carried out as per the task orders from the Service Manager and / or his delegate and scope of works specified in the document
- All skills and personnel designated to the works scope should undergo airside induction training (AIT).
- Contractor **must** maintain the serviceability of all equipment at all times and in event of equipment damage when works are required Spare machinery must be obtained with-in **24 hours (1 day)** prior to instruction of works being given. This will be solely at the contractor's cost. The client will only pay for the works executed as per the pricing schedule.
- Compliance with occupational health and safety act (OHS Act of 1993 and construction regulations, 2014) or latest **(SAFETY FILE REQUIRED). This file should identify all risks and mitigation measures to minimize any hazards.**
- The issuance of PPE shall comply with the Aviation Safety Department Airside Personal Protective Equipment Procedure - B080 001M and the OHS Compliance Department Personal Protective Equipment Procedure - S010 004M.
- The service provider must ensure that adequate resources (personnel's equipment, chemicals, and machinery)-should cover, day, night, weekend, and public holiday works (defined in **section 2.5.1** below) for the duration of the short-term contract or until quantities are depleted.
- Before commencement of any works related to the grass gutting and vegetation management work will be executed through a work order or work request and upon completions appointed service providers 'contract manager **must** sign off

Note

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

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

1 Component	2 Estimated price excl Vat
Practical Airport Radiotelephony and Airside Competency Course (PARTAC)	3 R 3018.00

d. Equipment and Machinery

Equipment and machinery for grass cutting and vegetation management works **must** be supplied by the service provider. Machinery and equipment are described in the table below.

Equipment	Quantity
Heavy Duty Grass cutting tractors	2 (Two)
Truck/Bakkie	1 (one) for escort and 1(one) for transportation of equipment. NB: Vehicles must have canopy and be long based.
Brush cutters with blades	4 (four)
Brush Cutters with strings	8 (eight)
Blowing Machine	1 (one)
Rakes	1 (one)
Slashers	2 (two): 3 metres long or more
Plastic refuse bags	During the whole duration of maintenance works
Baling machine	1 (one)
Weed killing Pump	2 (two)
Heavy duty rake pull by tractor	1(One)
Portable rakes ,Spades and Brooms	During the whole duration of maintenance works
Weed killing herbicides	During the whole duration of maintenance works

e. Staffing Requirements

A total of **22 staff members** are required during grass cutting and vegetation management works subcategorized in the table below.

Staff description	Quantity
Supervisors (with PARTAC)	2 (Two)
Drivers	8 (four)
Brush cutters	10(ten)
Blowers	2 (two)
Rakers	4 (Four)

**NB :Works must be completed on the time instructed by the service manager through information given in the work order /Work request and agreed schedule.
In case of equipment break downs, service provider must have mitigation plans to minimize efficiency of works progress.**

f. Management Oversight

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

I. Planning and programming

- i All grass cutting and vegetation management work shall be scheduled in advance on a monthly basis. The roster must be submitted to the ACSA Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.
- ii Normal airport operational hours shall be 24 hours 7 days a week for every day of the year.
- iii As a minimum requirement, the successful bidder shall roster scheduled grass cutting and vegetation management services and all related activities.
- iv All grass cutting and vegetation management services shall be scheduled, at least, to the requirements of the annexures (The successful bidder must ensure that sufficient allowances for all these items are made with his/her pricing in the Pricing Schedule.)
- v The successful bidder must plan the execution of the services and resources in accordance with the different levels of demand that terminals present, i.e., peak and off-peak periods. Under normal circumstances, the following would be the applicable peak and off-peak periods:
 - a. Peak periods: Easter period, Special event periods, School holidays, Festive Period etc. Additional resources may be required in order to ensure that the airport is serviced to meet the increases in passenger traffic. Peak also occurs on a daily basis from time to time. Peak normally occurs approximately from 5am to 10am, and again from 3pm to last flight of the day. At these times more rigorous supervision is required. Peak period is subject to seasonal changes and these would be communicated to the successful Bidder. An assessment of contract resources versus additional frequencies will be done and additional requirements, if needed would be request at contract rates.
 - b. ACSA reserves the right to approve all additional requirements to the contract. Therefore, additional requirements will be subject to ACSA's approval.
 - c. Off-peak: All other periods outside of those stipulated under peak periods.
- vi The following buildings and premises are excluded:
 - a. The inside of buildings and premises leased and/ or rented out by ACSA on a lease basis to third parties who are responsible for the grass cutting and vegetation management of the inside of the aforesaid buildings or premises; The inside of offices and/ or toilets leased and/ or rented out to third parties for their exclusive use. All outer building windows are not excluded and form part of the specialised grass cutting and vegetation management scope of requirements if above 2.0 meters.
 - b. Should the buildings and/or premises listed in **point a** be vacant at any point during the course of this contract, such buildings and/or premises will form part of the grass cutting and vegetation management services scope to be performed by the successful bidder until such space is filled. ACSA reserves the right to request that the successful bidder attend to the vacant areas as part of their service provision.
 - c. Should a building be affected by a water leaks the service provider will be required to assist and may quote for additional services and consumables and chemicals
- vii The Airport is continuously undergoing construction and improvement. Therefore, within reason and with prior arrangements with the successful bidder, ACSA may require the execution of the following services:
 - a. Re-scheduling of work in order to accommodate other contractors.
 - b. Allowing access to areas where grass cutting, and vegetation management services would be taking place and providing assistance to suppliers to correct defects/faults on equipment and/or systems;
 - c. Checking on other contractors to reduce risk.
 - d. Pointing out services to consultants or other contractors.
 - e. Providing access to other contractors.
 - f. Attending co-ordination and planning meetings.
 - g. Removing rubble and /or equipment from site.
 - h. Providing of system data to ACSA or its consultants.
 - i. Recommending improvement on maintenance procedures; and
 - j. Co-operation with ACSA Security relating to security initiatives
- viii The above list is not exhaustive, therefore, there may be additional requirements not listed.

- ix All instructions in relation to the above requirements will be communicated to the person responsible within the successful bidder's management team. The onus is on the successful bidder to instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.
- x The successful bidder will be required to keep accurate daily records of staff attendance, grass cutting and vegetation management work, safety inspections, exception reports where work has been undertaken outside the normal scope etc. Records shall be kept on site and must be made available to ACSA on a daily basis for assessment by the Service Manager. All records shall be in a format as agreed with the Service Manager.
- xi Monthly reports
 - a. The successful bidder shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The report must be submitted not later than the 7th of each respective month or as agreed with the Service Manager indicating the following:
 - i. Staff availability report capturing actual staff daily as per deployment sheet to indicate percentage of availability and levels monthly
 - ii. An indication and substantiation of consumable/ materials usage per month for each facility, included and attached also all delivery notes of consumables ordered and stock holding left per month including pricing.
 - iii. Resource allocation per respective facility per month including Absenteeism, Discipline etc.
 - iv. Ad-hoc services provided with costing and description. All instructions for ad-hoc services will be issued through a Maintenance Work Order or Manual Work Order during emergencies.
 - v. Actions on non-conformances forwarded by ACSA.
 - vi. Planned maintenance completed for the month.
 - vii. Planned maintenance not completed for the month.
 - viii. Planned maintenance for the next month. A floor maintenance programme is to be submitted to ACSA which shall be adhered to and also monitored.
 - ix. Recommendations for improved service and facilities.
 - x. Health and safety issues.
 - xi. Completed inspections and findings, actions taken, actions completed, and actions not completed.
 - xii. Inspections will be completed on a weekly basis with ACSA staff. This will assist in decisions with regard to improvement initiatives. The successful bidder shall keep.
 - xiii. copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.
 - xiv. Transformation – subcontractor development progress report

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II. Quality plans and control

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the successful bidder will be expected to continuously compile quality plans and quality improvement plans for the ACSA Service Manager. Emphasis must be on improving services provisions and ensuring that rostered grass cutting, and vegetation management work is indeed performed in line with contractual requirements.

- ii The quality management system (QMS) will detail amongst others, but not limited to grass cutting and vegetation management work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.
- iii Bidders are required to submit a QMS proposal. The quality management system will detail amongst others, but not limited to grass cutting and vegetation management (general and special) work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedures, enhancement procedures, etc.
- iv The QMS proposal should as a minimum, cover the following key areas:
 - b. Illustration of an understanding of requirements of this contract and the airport operation.
 - c. General audit system being applied.
 - d. Ablution facilities audit document.
 - e. Monthly reporting.
 - f. Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
 - g. Corrective/Preventative Actions.
 - h. Rectifying/correcting/communicating problems logged on the Helpdesk.
 - i. Consumables usage audit system.
 - j. Mechanised grass cutting and vegetation management audit system.
 - k. Introduction of new technologies, new chemicals, new consumables, new machinery and equipment to improve overall service provision and quality during the contract.
 - l. Compliance Audit systems to applicable regulation and/or legislation.
 - m. Operational roll out plan, to indicate the roll out plan to ACSA infrastructure upon appointment of the contract. The contractor to indicate the human resources roll out, equipment rolls out, consumables roll out etc; and
 - n. Details of QMS being applied. i.e., In-house or ISO.
 - o. ACSA is audited monthly based on Airport Council International (ACI) industry norms and standards using a passenger feedback Airport Service Quality (ASQ) survey. Cleanliness of the airport forms a major part of the ASQ rating, and the successful bidder needs to partner with ACSA to ensure that this rating is achieved every month. This rating is benchmarked for both ablutions and terminal floors. The ASQ ratings results will be made available to the successful bidder monthly.
 - p. The rating will be set annually by ACSA and any change will be communicated
 - 2
 - q. For the year 2018/19 the ASQ rating is set as follows:
 - i. International benchmarked rating: 4.2
 - ii. Domestic Benchmarking rating: 4.2
 The benchmark is a key performance indicator set yearly by ACSA and will be communicated to the bidder once amended.

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

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

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

- i The successful bidder must keep noise and dust levels to a minimum. At no point shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.
- ii At no time shall the successful bidder:
 - a. allow any pollutive or toxic substance to be released into the air or storm water systems.
 - b. interfere with, or put at risk, the functionality of any system or service.
 - c. cause a fire or safety hazard.
- iii The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:
 - a. Environmental policy; and
 - b. Health and Safety policy

- iv The successful bidder shall conduct an environmental, health and safety induction training session prior to the commencement of contract for all resources to be deployed to the contract. An attendance register must be kept in the successful bidders' health and safety file.
- v For any grass cutting and vegetation management services to be conducted on the Airside, Airside Safety Induction training shall be attended by all resources to be deployed to the Airside and a course fee determined by ACSA shall be paid by the successful bidder. A security permit to access airside shall be issued on production of proof of attendance.
- vi The successful bidder shall:
 - a. Ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the successful bidder prior to commencement of the contract.
 - b. Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
 - c. Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
 - d. Ensure that PPE or Clothing is kept in good working order.
 - e. Clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA reserves the right to remove any person from site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises.
 - f. Appoint a competent person to conduct a risk assessment which will include, but not limited to:
 - i. Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related hazard analysis and evaluation of the identified risks and hazards.
 - ii. A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified.
 - iii. A monitoring and review plan of risks and hazards.
 - iv. Fall protection plan for work carried in elevated position(s). The successful bidder shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.
 - v. The Service Manager shall be entitled to fine the successful bidder for each non-conformance to
 - vi. Health and Safety matters. This shall not transfer any of the successful bidders' responsibilities in this regard to the Employer by any means.
 - vii. The successful bidder shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The successful bidder is expected to sign the undertaking in this regard as attached in the annexes.
 - viii. It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
 - ix. All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
 - x. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.
 - xi. The successful bidder's Workmen's Compensation fees must be up to date. A copy of the successful bidder's WCA registration shall be produced on request.
 - xii. The following areas in the company are declared as "Priority" areas:
 - g. All airside areas

- h. Runways and Taxiway areas
- i. All enclosed areas
 - i. Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
 - ii. Safety equipment shall be used where applicable (e.g., safety, goggles, boots, harness, etc.)
 - iii. The successful bidder, at his/her own expense shall provide such equipment, for his/her employees. The successful bidder shall apply the necessary discipline and control to ensure compliance by his workers.
 - iv. 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
 - v. No person shall perform an unsafe / unhygienic act or operation whilst on ACSA premises.
 - vi. No unsafe/dangerous equipment or tools may be brought onto or used on ACSA premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to them and without affecting the terms of the contract in any way.
 - vii. ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
 - viii. The successful bidder shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
 - ix. At no time must the successful bidder interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.
 - x. The successful bidder shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.
 - xi. Where hoarding, barricades or lighting is required in the execution of the works, The successful bidder shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

IV. Format of communications

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

V. Key personnel

- A schedule of resources to this Contract will be provided to the Service Manager at the commencement of this Contract. This will, as a minimum, include all persons from general cleaner level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

- The successful bidder is required to screen all resources to be deployed to the contract and ensure that the following background checks have been performed prior to contract commencement:
 - a. Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse.
 - b. Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract to pose any operational disruption risks to ACSA.
 - c. Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and
 - d. Any other checks deemed necessary by the successful bidder. Details and the confirmation thereof must be submitted in bidders' responses to this Request for Proposal.
- The successful bidder is required to takeover general cleaners currently employed by the current service provider for employment on this contract. The successful bidder must screen, interview and vet the general cleaners from the previous contract with the aim of employees those that meet the set criteria. This requirement is not section 197. The new service provider will not be responsible for benefits due from the contract with the previous employer.
- For the purposes of this tender, the key personnel to be evaluated in Phase 2 of the evaluation of this tender shall be the following:
 - Site Manager; and

VI. Management meetings

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

VII. Permits

- i The successful bidder shall not be compensated for any additional costs relating to ACSA required permits, nor for labour/time spent in obtaining such permits. An allowance must be made in the Activity Schedule in this regard.
- ii All staff members required to work on airside are required to undergo Airside Induction Training prior to application for permit.
- iii Special staff member will additionally require undergoing Avop and PARTAC training for vehicle operation access on special areas of the airside
- iv The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof at all times. This will include the permit application process.
- v The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.
- vi Note that (within reason) The successful bidder will have no claim against ACSA in the event that a permit request is refused.
- vii Permit costs must be billed at cost, no mark-up will be allowed on these costs.
- viii The successful bidder will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned will not be paid for by ACSA.
- ix The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
PARTAC permit	Personnel that communicate with ATNS	ACSA fire and rescue
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security

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

VIII. Proof of compliance with the law

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

IX. Insurance provided by the employer

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

X. Cell phones

- i The use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department. The Site Manager and Team Leaders are required to have cell phones for operational requirements and will be assisted in following the application process required by the issuing authority.
- ii The nature of this contract requires that the Site Manager and Team Leaders be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.

XI. Training and Development

- i Bidders are encouraged to align training and development programmes to the approved qualification and ensure that training and development programmes exists for their staff in order to develop a culture of quality service and professionalism.
- ii The initial and periodic on-site and off-site training and development programme for all skills must be submitted and inserted. Thereafter refresher training must be conducted on an annual basis for on the job training as well as Customer Care Training.
- iii Below is a suggested training and development programme, Bidders are welcome to add more training programmes in line with training programmes that are available to them:

- | | | | |
|---|------------------------------------|---|---------------------|
| A | – General Cleaner/Toilet Attendant | D | – Storeman |
| B | – Machine Operators | E | – Site Manager |
| C | – Supervisors/Team Leader | F | – Machine Operators |

XII. Uniform and Personal Protective Clothing

- i This contract requires all staff be dressed in a uniform and PPE of a standard acceptable to ACSA. The contractor must present photographs or any other acceptable presentation material of the complete uniform with all combinations for male and female staff. The uniform proposed is to accommodate staff allocation to the various respective areas. Samples may be requested; therefore, the uniform is subject to approval by ACSA.
- ii Rates provided by bidder should also include PPE of a standard acceptable by ACSA
- iii All staff must be issued with uniform and personal protective clothing for their respective areas of work as stated below. Uniform supplied must be sourced and manufactured in the Republic of South Africa. Proof of supply and sourcing needs to be submitted to ACSA.
- iv Staff must be issued with both winter and summer uniform and minimum of two (2) sets per staff member.
- v In exceptional circumstance, ACSA may agree to pay for uniform costs where there is proof of the exceptional circumstances having taken place.
- vi Non-adherence to uniform proposed and accepted by ACSA would be viewed as a non-adherence to the contract and would result in a penalty as per the penalty clauses.

Proposed uniform:

Type of uniform	Suggested description/specification
PPE	Safety shoes (waterproofed rubber soled lightweight shoes). and gloves and reflector jackets for all staff working in airside areas
Shoes*	Waterproofed rubber soled lightweight safety shoes.
Terminal Areas shoes	Waterproofed rubber soled lightweight safety shoes.
Beenies in company branding	Winter uniform

***Not the construction type**

The preferred fabric for all shirts and female pants is mini matt fabric

XIII. Rewards and Recognition Programmes

- i Bidders are required to provide details of their employee's reward and recognition plan/proposal/policy. Examples may include Cleaner/Employee of the month etc.

These programmes will be managed and funded by the service provider.

C3.2 TRANSFORMATION**a. Introduction**

- i In the past few years South Africa has experienced an inadequate amount of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. Several Government regulations, policies and frameworks such as the National Development Plan (NDP), PPPFA and B-BBE codes of practice have been developed to address these challenges
- ii Thus, as public-sector entity, ACSA required by law to endorse and apply the rules set out by such prescripts. ACSA, with the government's transformation goals in mind, developed a transformation policy to guide the implementation of transformation within ACSA. (The policy be provided to the successful bidder for reference purposes). ACSA aims to make a meaningful economic and social impact within the communities in which it operates. This therefore means that transformation is not just about compliance but also part of overall sustainability and ACSA's Socio-economic development objectives.
- iii ACSA has an integrated transformation strategy, the overall objective of which is to support the Government's national agenda of job creation through transformation. It has an external focus on Skills Development, Enterprise and Supplier Development initiatives and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement.
- iv Transformation within the contract grass cutting and vegetation management services industry means the empowerment of all black owned enterprises, with particular focus on supporting enterprises owned by black women, youth, and people with disabilities, in order to increase the number of Historically Disadvantaged Individuals that manage, own and control enterprises and productive assets in this industry.
- v To facilitate transformation within the industry and to ensure that a higher number of black owned grass cutting and vegetation management enterprises are in a position to participate in large value public sector contracts, ACSA requires that bidders submit their commitment to Enterprise Development and socio-economic transformation for the duration of this contract.
- vi Towards this end, the following Transformation requirements will apply to this contract:
 - a. ACSA wishes, in terms of its Transformation Objectives for this contract to ensure that the following transformational elements are addressed namely:
 - i Direct and indirect targeting of Historically Disadvantaged Individuals (HDI) enterprises;
 - ii Promotion of enterprise development;
 - iii Promotion of local suppliers and manufacturing enterprises; and
 - iv Promotion of employment of local labour and students.
 - b. These Transformation Objectives shall be addressed in the following manner:
 - i The defining and monitoring of a Contract Participation Goal (CPG) for the contract whereby a mandatory minimum CPG of 40% must be achieved (or a financial sanction shall apply). The CPG shall be broken down as follows:
 - Mandatory sub-contracting of 30% of the core services on the contract to a Targeted Enterprise; and
 - The application of preferential procurement processes which will ensure that the successful bidder procures a minimum of 10% of the grass cutting and vegetation management materials and/or services from suppliers and / or manufacturers in the airport municipality who satisfy the definition of enterprises owned by HDI required for the grass cutting and vegetation management services contract;
 - Historically Disadvantaged Individual (HDI) is defined as:
 - a South African citizen;
 - who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South

Africa, 1993,(Act No 2000 of 1993) ("the interim Constitution); and/or

- who is a female; and/or
- who has a disability
-

• **Localisation and Socio-economic development**

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

b. Enterprise Development Initiative

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

c. Definition of a Targeted Enterprise in the tender

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

- i Does not share equity holding with the bidder; and
- ii Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- iii Is registered with the South African Revenue Service; and
- iv Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- v Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
- vi Is 50% or more black owned or 30% or more black women owned; and
- vii Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

d. Participation of Targeted Enterprise(s)

- i The involvement of Targeted Enterprise(s) is a mechanism to broaden the economic share of the historically disadvantaged in the national spend on grass cutting and vegetation management services and a means to hasten and improve the transfer of technical skills.
- ii The CPG percentage specified shall be applicable to actual work, supplies and services. ACSA has set the target as part of the tender process. Bidders are required to submit a detailed Transformation Proposal on how they will achieve the set minimum targets.
- iii Such Transformation Proposal must include the following:
 - a. A needs analysis of the targeted enterprise;
 - b. Identified needs/needs analysis outcome must be agreed to by main contractor and sub-contractor.
 - c. Both parties must agree on the developmental areas that are going to be addressed through mentorship during the course of the contract. There must be a minimum of 3 developmental areas agreed to by the parties.

- d. Development areas can include, but are not limited to:
 - i. Management and labour skills transfer;
 - ii. Establishment of administrative systems;
 - iii. Establishment of cost control systems;
 - iv. Establishment of grass cutting and vegetation management and planning systems (safety, health, environmental, risk and quality);
 - v. Planning, procurement and tendering skills transfer;
 - vi. Business skills transfer with focus on entrepreneurial and negotiations skills;
 - vii. Technical skills transfer with emphasis on innovation and continuous improvement on future contracts;
 - viii. Legal compliance assistance and skills transfer;
 - ix. Assist with establishing credit rating/history;
- e. Clear breakdown of how the remaining 10% of the CPG will be achieved. Details of all contract scope (i.e. goods/services) earmarked for preferential procurement must be included in the Transformation.
- f. The contractor is to appoint an Enterprise Development coordinator which will be responsible for the following:
 - i. Develop a contract specific enterprise development plan to improve the targeted enterprises performance in the identified developmental areas which allocates resources and monitors progress in relation to improved performance; and
 - ii. Submit a monthly Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprises performance in the developmental areas. Remedial actions must be included where improvement has not been achieved.
- g. Progress reports detailing interim values of CPG and comparison to targeted CPG for the contract, as well as an assessment of the ED support should be submitted monthly;
- h. The CPG value shall include the following:
 - i. Preferential Procurement values;
 - j. Sub-contracting value for the month
- e. **Training of Targeted Enterprise(s)**
 - i Training of the Targeted Enterprise involved in this project is a reportable monthly event in terms of time and cost based on the development Program.
 - ii The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

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

f. General

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

g. Guideline on Sanctions

The financial sanction shall be calculated as follows:

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

Part C4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page <i>Site Information</i>	1
	Total number of pages	

C4: Site Information

The grass cutting, vegetation management and tree felling works will be conducted on the airside part of OR TAMBO International airport seen in figure 2-1-1 below.



C4.1 ANNEXURES

Title	Annexure number
Schedule of detailed ablution facilities	Annexure A
Service Level Agreement	Annexure B

Annexure A: Detailed breakdown of site by Airport Section, Area of work/Surface Type and square meterage:**Annexure B – Service Level Agreement****Operational hours**

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

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

It is noted that ACSA has listed the formal qualifications required under this contract. 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

Sample of Incidents, response Times and Penalties:

Key Performance Area	Response times	When
Fod generation due to in adequate bailing and raking	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Clocking of Stormwater drainages	3days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Removal of bubble gum	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Meeting & Maintaining Grass cutting and vegetation management Standards and frequencies as detailed in the specifications see maintenance activities table.	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Meeting ASQ requirements	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Failure to meet the contracted CPG for 3 consecutive months	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
The contractor fails to /neglects to disclose correct staffing levels and shortages to the Employer. (misrepresentation of information)	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
A staff does not meet the prescribed qualifications against the Contract specifications	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
Contractor Fails to provide a reliever for a post and leaves the post unmanned	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
A staff member's PPE does not meet the agreed upon standards and specification requirements.	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager

The contractor's monthly or weekly reports do not meet the set requirements.	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
The contractor does not provide support as requested by the Employer during construction and any other instance where the request will have been made to the Contractor.	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager

Notification of Penalties:

- The Employer will notify the contractor in writing of its intention to claim a penalty within 30 days of an event or the Employer may lose its right to claim the penalty. Should the Employer not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.
- Any claims directed at the Employer as a result of the equipment/plumbing infrastructure being unavailable will be for the account of the Contractor
- Furthermore, the Employer will hold the Contractor liable for any costs incurred as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance
- The Employer agrees that penalties shall not be levied against the Contractor for any event or non-performance that may occur during the first six (6) months from the start of the contract.
- Penalties will be limited to a maximum of R10 000 per month.

Proposed Response Time by Station Cleaners

In terms of the SLA, the below are the minimum standards for responses. This may differ for airport to airport due to size and square meter of area requiring rectification. The airports shall consider the times and amend their SLA's to suit operations. Minimum standard that Approved Contractor shall respond to all grass cutting and vegetation management related faults as follows:

During service hours:

Type of Problem	Response Times	When
Height of grass and vegetation in various area (see appendix activity schedule) not meeting specifications	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager
FOD identified after grass cutting and vegetation management works	3 days	Downed time as per the Work order / NOTAM / time instructed by Service manager

Quality Control Inspections

- The Approved Contractor shall ensure that an internal inspection system is in place in their area of work and these are conducted on an hourly basis.

The inspections shall be

1)	First Inspection:	Conducted by the Approved Contractor's Supervisor/ Manager at the start of the shift
2)	Daily and hourly inspections as per SLA of respective airport	As per SLA and performance KPI's of ACSA staff
3)	Second Inspection: (dependant on SLA, structure)	Conducted by the Approved Contractor's Operations Manager/Supervisor, together with the ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager
4)	Third Inspection:	Conducted weekly, every two weeks, monthly or once every six weeks by the ACSA B&FM Team, together with a Senior Representative of the Approved Contractor and his/her Supervisory Team/Operations/Area Manager of the contractor, as per structure of the Airport or SLA

- The performance of the Approved Contractor shall be monitored, a benchmark of eighty-five (85) percent (%) of overall grass cutting and vegetation management must be achieved on a monthly basis using the ACSA QMS.

The Approved Contractor shall be expected to attain an ASQ rating that will be communicated by ACSA yearly based on ACSA Board Key Performance Indicators.

- A grass cutting and vegetation management action plan must be submitted on a monthly basis by the Approved Contractor to the ACSA Contracts Coordinator/ Supervisor/ Technician/ ACSA Client Manager/ IAM Department Manager.

Ablution Facilities Inspections**Interpretation and terminology****Definition of Work Priority:**

Requests, which are of urgent nature in grass cutting and vegetation management etc. which require immediate attention.

Requests, which are routine nature, such as to perform additional grass cutting and vegetation management for areas specified in the contract.

Requests, which are non-urgent nature, such as grass cutting, and vegetation management of additional areas not specified in the contract.

**The response time relating to emergency requests such as (e.g. critical logged call related to the grass cutting and vegetation management scope*

**In the case of emergencies, the contractor will be required to institute an emergency resource re-allocation/allocation procedure to ensure that staff attends to the emergency timeously in terms of this SLA and that key stations remain manned by staff. Bidders may touch on this point in the Contract Deployment Proposal.*

Definitions

Sample Performance Evaluation Checklist**a. Performance and compliance monitoring**

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

Transgression by the contractor are, but not limited to the following:

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

b. Penalty System

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

No.	Description	PENALTIES
1.	Staff found sleeping or taking part or possession of goods not belonging to them. i.e. Attempted theft	Service Provider Code of conduct applies
2.	ACSA incurred a loss as a direct result of the negligent action or omission of the contractor in the execution of his duties in terms of the SLA	Contractor will be responsible for damages
3.	Staff is paid less than the determined minimum wage in line with regulations including increases, bonus and statutory leave as per the BCE Act	Reported to Dept of Labour Penalty of R20 000
4.	Staff found using, while on duty at his/her post, personal electronic devices. i.e. Mobile phone, Tablet, Portable radio/ cd player, DVD players.	Service Provider Code of conduct applies
5.	The prescribed Job description, Evacuation procedure and Health and Safety plans and appointments not in place or maintained and do not meet with the prescribed guidelines, or revisions.	Notice of breach stipulating a turn around time for rectification
6.	The contractor or staff fail to carry out or maintain any specific instruction given by the ACSA in the execution of the services	Service Provider Code of Conduct applies
7.	Any legislative breaches and the failing to enforce legislation	Notice of breach stipulating a turn around time for rectification
8.	A staff was posted for the first time at the site without being introduced to the management or receiving the required site induction and site specific training.	First incident will receive a written warning. Subsequent incidents will draw a R2 500 fine

c. Meetings and SLA reviews

- i Spot inspections will be conducted by the Employer on a weekly basis along with the Contractor in accordance with the high priority areas agreed to by both parties. A Sample of the weekly 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							

Item	Description	Rating						Comments
2.	Reporting:	1	2	3	4	5	N/A	
	- Monthly Report submitted on time							
3.	Personal Protective Equipment:	1	2	3	4	5	N/A	
	- Wearing of PPE							
4.	Security and Uniform:	1	2	3	4	5	N/A	
	- ID card always clearly visible							
	- Clear sign of the name of company							
	- To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:	1	2	3	4	5	N/A	
	- Equipment available at all times with no repeat incident on equipment							
	- Keep to agreed schedule							
6.	Submission of documentation:	1	2	3	4	5	N/A	
	- Submitted within agreed time frame							
	- Invoice submitted on time							
7.	Workmanship:	1	2	3	4	5	N/A	
	- Quality of grass cutting and vegetation management services to agreed standards							
8.	Systems:	1	2	3	4	5	N/A	
	- System of work in place and connected to ACSA CMMS							
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 %								

Transgressions identified during the weekly inspections will be logged in the Transgressions penalty points system.

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.

- ii SLA review meetings are held monthly, and official reviews are carried and documented quarterly. Note that the ASQ targets applies to the contract as mentioned above and will be reviewed at the same time. Below is an example of the SLA review.

<u>Staff KPA Checklist</u>	2017/18				
	ACSA Representative:				
	Signature:				
	Contractor:				
	Representative Signature:				
	Signature:				
KPA Categories (Rating = 1 -5)	Q1	Q2	Q3	Q4	Comments:
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	
General:					
General quality of Service					
Monthly Staff Management report received					
Number of incidents recorded					QTY
No repeat of incidents or non-conformances					
Meet priorities with timeous completion of tasks and reporting					
Knowledge of ACSA staff systems					
ASQ report benchmark met at 100% (score of 4.2)					%
Staffing:					
All permanent staff in possession of access cards					
Available for briefing, on-site training and meetings					
Staff scheduled training or refresher training provided - existing and new					
List of staff on site as mentioned or agreed					
Training:					
Staff and Safety Training provided on a regular basis in line with agreed training programme					
Emergency response training and evacuation drill carried out					
Proof of completion/qualification of training provided and training records shared					
Uniforms:					

Proper attire at all times, neat and clean - Uniforms, Personal Protective Equipment					
Reporting:					
Time and attendance system with Sign in / out details					
Communication books maintained and checked by management					
Report defects in the building					
Contractor Senior Manager visits and audit carried out bi-weekly or 6 times per quarter					
Emergency callout response time / Management					
Daily reports shared with the Employer					
Additional:					
ISO compliance where applicable					
Housekeeping/Health & Safety:					
Management attended Spill response training					
Worksite adheres to safety standards - demarcated, etc.					
Sluice rooms kept clean and neat at all times					
Housekeeping rules adhered to - walkways, etc.					
Schedule of tasks and agreements:					
Staff monitoring site 24 hours a day with the correct staff compliment					
Staff to remain on all their posts until relieved					
Control of lost and found items as per procedure					
Designated personnel trained and tested on first aid and fire fighting					
Environmental and Social Policies:					
Is the company involved in social upliftment programmes					
Is the Contractor meeting the Employer's minimum CPG target?					
Does the Contractor continuously assess the impact on the tasks and products being used on the environment					
<u>Scoring</u>					
Total	0	0	0	0	

Previous total	0.00	0.00	0.00	0.00	
Percentage deviation since last review	0.00%	0.00%	0.00%	0.00%	
<u>Additional Comments:</u>					

Note: Contents and structure may change by agreement between the parties.

Service Level in relation to Machinery and Grass cutting and vegetation management Equipment

Description	Benchmark
Availability	Machinery and Grass cutting and vegetation management Equipment availability shall be kept at or above 99% overall per month.
Breakdown Closure Duration	95% of all Machinery and Grass cutting and vegetation management Equipment breakdowns shall be resolved within 48 hours for minor breakdowns and 7 days for major breakdowns from the time the breakdown occurs.
% of preventive maintenance completed per month	100% of all preventive maintenance of the machine shall be completed per month.

Defect free liability period Machinery and Grass cutting and vegetation management Equipment

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – preventive maintenance	The defect free period will be no less than the maintenance interval.

Penalty scheme for Machinery and Grass cutting and vegetation management Equipment

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

This addendum may not be terminated for convenience.

Penalties

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

Penalties are limited to a maximum of **R 5000/month**.

Penalty breakdown

Availability not meeting required benchmark	R 2 000.00 for a continuous two-month period
Not meeting the benchmark Breakdown Closure Duration	R 2 000.00 for a continuous two-month period
% of preventive maintenance not completed	R 2 000.00 for a continuous two-month period
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident

Continuous Improvement Program for Machinery and Grass cutting and vegetation management Equipment

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

1. An improvement in the availability of Machinery and Grass cutting and vegetation management Equipment
2. Use of cleaner and green technologies

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

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

Management strategy and start up.

The Contractor's plan for the service

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

Management meetings

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Safety audit	Monthly	SOB ACSA Admin offices	Safety Officer, Contractor
Risk register and compensation events	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor
Overall contract progress and feedback	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor and ____

Contractor's management, supervision and key people

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

List of drawings**Drawings issued by the *Employer***

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title