

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER _____



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: PROVISION OF PAINTING MAINTENANCE SERVICE AT OR TAMBO INTERNATIONAL
AIRPORT FOR THE PERIOD OF SIX MONTHS

NEC 3: TERM SERVICE CONTRACT (TSC)

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Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number:

for **PAINTING MAINTENANCE SERVICE AT OR TAMBO INTERNATIONAL
AIRPORT FOR THE PERIOD OF SIX MONTHS**

Contents:

76 pages

Part C1 Agreements & Contract Data

TBC

Part C2 Pricing Data

TBC

Part C3 Employer Service Information

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Part C4 Site Information

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

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Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **Painting maintenance service at OR Tambo International Airport.**

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

By the representative of the service provider, deemed to be duly authorised, signing this part of this form of offer and acceptance, the service provider offers to perform all of the obligations and liabilities of the Service provider 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)

for the service provider

Signature Date

Name Capacity

(Name and

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address of
organisation)

.....

Name and
signature
of witness

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

Acceptance

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

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

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

Unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

Airports Company South Africa SOC Limited,

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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OR Tambo International Airport,
1 Jones Rd, Kempton Park, Johannesburg, 1632

Name and
signature
of witness Date

Name and
signature
of witness Date

Schedule of Deviations

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

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

3 Subject

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Details
.....
.....
.....

4 Subject

Details
.....
.....
.....

5 Subject

Details
.....
.....
.....

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

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

Signature(s)

.....

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Name(s) _____

Capacity _____

for the Employer

Airports Company South Africa SOC Limited,
OR Tambo International Airport,
1 Jones Rd, Kempton Park, Johannesburg, 1632

Name & signature
of witness _____

Date

Name & signature
of witness _____

Date

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness _____

Date

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Name &
signature of
witness

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list including rates and quantities
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key Performance Indicators
		Z: Additional conditions of contract

_____ of the NEC3 Term Service Contract (April 2013)

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10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	OR Tambo International Airport 1 Jones Road, Kempton Park
10.1	The <i>Service Manager</i> is:	
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Service provider and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	OR Tambo International Airport as set out in Part C4 Site Information
11.2(13)	The <i>Service</i> is	Painting maintenance as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	Service Level Performance Adherence & Compliance to requirements The method statements, OHS Act, ACSA policy & procedure Legislation and regulation
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days

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21.1 The period within which the Service **14 calendar days from Contract Date**
provider provides the Service provider's
Plan

2 The Service provider's main **Detailed in Part C3 (Service Information)**
responsibilities

3 **Time**

30.1 The *starting date* is **To be determined upon Award.**

30.2 The *Service Period* is **Six (6) months from the *starting date*.**

4 Testing and Defects **No data is required for this section of the
*conditions of contract***

5 Payment

50.1 The *assessment interval* is on the **Bi-weekly (twice a week) basis**

51.1 The *currency of this contract* is the **South African Rand (ZAR)**

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51.2	The period within which payments are made is	30 days
6	Compensation events	The NEC contract data is required as part of this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	Data is required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list (bills of quantities)	Refer to Part C2

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11 Data for Option W1

W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

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12 Data for secondary Option

X1 Price Adjustment for inflation

Price adjustment for inflation shall only take place on contract anniversary.

Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.

X17 Low Service Damages

No additional data is required for this secondary option – Also refer to the Low Service Damages Table.

X18 Limitation of liability

X18.1 The Service provider'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 Service provider's liability to the Employer for loss of or damage to the Employer's property is limited to

The Total costs incurred and/or damages suffered to the Employer's Property".

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X18.3	<p>The Service provider's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to</p>	<p>The Total costs incurred and/or damages suffered to the Employer's Property".</p>
X18.4	<p>The Service provider's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to</p>	<p>The Service provider'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 costs incurred and/or damages suffered to the Employer's Property".</p> <p>and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Service provider as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Service provider's risks - death of or injury to a person; - infringement of an intellectual property right
X19	<p>Task Order</p>	<p>No additional data is required for this secondary option</p>
X20	<p>Key Performance Indicators</p>	

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X20.1 The *incentive schedule* for Key Performance Indicators is in **Refer to part C3**

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

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

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1 **Add to core clause 12.3:**

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

Z2 **Providing the Service:**

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

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

Z5 **Termination**

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

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

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

Additional Z Clauses

Z8 Cession, delegation and assignment

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

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Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

Z9.1 If the *Service provider* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Service provider* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Service provider* on their behalf.

Z9.3 The *Service provider* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 Ethics

Z10.1 The *Service provider* undertakes:

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

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

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- Z10.2** The *Service provider's* breach of this clause constitutes grounds for terminating the *Service provider's* obligation to Provide the Works or taking any other action as appropriate against the *Service provider* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Service provider* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Service provider* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Service provider* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –

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

Z12 *Employer's Step-in rights*

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

Z12.2 The *Service provider* 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 *Service provider* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

- Z14.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Service provider* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Service provider* is to be obtained before the *Service provider's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Service provider's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Service provider* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Service provider's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Service provider's* Equipment, or
- Z14.5.3** the proper use of the Works.

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Z14.6 The *Employer* shall, at the request and cost of the *Service provider*, assist in contesting the claim and the *Service provider* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the
Adjudicator**

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

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

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

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**Z15.2 Appointment of the
Arbitrator**

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

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

Z16 Notification of a compensation event

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

**Z17 BBEE and Tax Clearance
Certificates**

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

Z18 Communication

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

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

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

Z19 Delegation

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

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

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PART C1 CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *SERVICE PROVIDER*

Clause Statement

Data

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10.1 The Service provider is (Name):
Address:

Telephone No.
Fax No.

11.2 The *working areas* are See C3 'Service Information'

24.1 The *Service provider's Key people* are: **CV's and qualifications to be appended to Tender Schedule**

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be *Service provider to populate*
included in the Risk Register

PART C1: AGREEMENTS AND CONTRACT DATA

C1.2: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address:
1 Jones Rd, Kempton Park, Johannesburg, 1632

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Service provider”

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1. Definitions

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

“The 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 service providers must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The service provider 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

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for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

- 3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the service providers 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 service provider'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 service provider or service provider or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subservice providers 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

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- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

14. SUB-SERVICE PROVIDERS

- 14.1 The Mandatary shall notify the Client of any subservice provider he / she may wish to source to perform work on his / her behalf on the Client premises.

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It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subservice provider prior to the subservice provider commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-service provider 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

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inspections and these can be recorded officially on the Client non-conformance reporting tool.

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

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

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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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. (If applicable)

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. (If applicable)

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

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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 immovable 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 subservice providers if any and/or their respective employees shall at all times comply with the following conditions:

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

29. FURTHER UNDERTAKING

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

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

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ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT

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DATE

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA**C1.2: ACSA INSURANCE CLAUSES**

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

PART C1: AGREEMENTS AND CONTRACT DATA**C1.3: SERVICE LEVEL AGREEMENT****Operational hours**

Normal ACSA operational hours shall be regarded as being from 08:00 (Commencement of work) to 16:30 (End of work) for every day until the agreed upon ending date of the project. Therefore, operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Service providers fee and rates.

Where work is required in areas that will not impact operations OR Tambo International Airport building, ACSA operations or both then the service provider will only be permitted to work over the weekend from the time of Commencement of work (08:00 during the day and must stop works and vacate site at 16:30, Also night shift work will commence at 22:00 until 04:00, no work will be allowed to be carried out after Airport start of operating hour,04:00.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current OR Tambo International Airport infrastructure and considering the physical layout of the OR Tambo International Airport site, the Service provider shall ensure a sufficient quantity and effective allocation of staff to meet or exceed the Service Level Agreement.

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Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Painting maintenance services completed on time as agreed between client and service provider	Always	Complete work request / work order / task order within the time agreed between the service provider and client.	2.5% damages to be deducted from the value of the work request / work order / task order for every should the damages not be rectified withing 14-day period from the time the damage occurred.
2. Lead time management	Always	The service provider shall ensure agreed timelines are adhered too	Where the 3rd party suppliers fail to adhere to agreed dates for supply, delivery or work completion then ACSA will reserve its right to request the service provider immediately find alternate suppliers.
3. Housekeeping	Always	The service provider should always keep the site tidy after each work completion; paint spillages and painting material should not be retained on site after every Painting maintenance service has taken place. Should the spillages and painting material be found unattended and spillages not removed after every painting work, the NEC regulation will be activated against the service provider and penalty procedures will apply.	
4. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per ACSA safety & environmental requirements
5. Failure management	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	To repair per industry standard at own cost. Continuous repeat failures will result in a review of service provider's ability to perform works which may lead to contract termination.
6. Reporting	At the completion of the project	Quality parameters as per specification in scope. Frequency of submission = upon the completion by agreed date.	

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

Safety & Housekeeping	Information / Safety / warning sign(s) in place
	Isolation / cordon / barricading off area
	Equipment and materials is always moved in a suitable concealed trolley / toolbox.
	Apology sign in place
Security	Permit card always clearly visible (if applicable)
	Clear sign of the name of service provider
Reliability	No repeat incident on equipment

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	Adherence to SLAs
	Availability of equipment that are sufficient to assist in carrying out of the work.
	Routine inspection and assessment of operations
Finance	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed with company name for identification
Quality of workmanship	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on a regular basis	Adhering to OHS Act & ACSA safety requirements, processes and procedures.

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

I, _____ (name & surname) of _____
(company) agree to the above conditions and acknowledge Airport Company South Africa's right to impose low performance damages should I or any of my employees or sub-service providers fail to comply with these conditions.

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

at: _____ (airport name).

PART C2: PRICING DATA**C2.1 Pricing Assumptions****PRICING INSTRUCTIONS:**

- a. In contract, the works to be done will be instructed via a Task Order by the Service Manager or their delegated representative.
- b. The work specification of what the activities entail is outlined in detail under Part C3. All rates shall include labour, plant and machinery costs inter alia, to fully execute the work / activity.
- c. The schedule is formulated to be assessed on activities completed. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
- d. Health and Safety will be audited on a continuous basis. The Service provider shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- e. Bidders must price in accordance with the pricing schedules below, this will enable Airport Company South Africa to compare priced offers.
- f. Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- g. All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).
- h. Do not leave any area blank in the pricing schedules (e.g., if not applicable (N/A) or included in cost elsewhere, indicate accordingly)
- i. Permit costs: Will be relevant according to Airport Company South Africa's requirements.
- j. 3rd Party Procured Items and Services:
 - i) Spares (material), equipment, plants and sub-contracted work will not be charged at cost plus mark-up.
 - ii) All material supplied must be SABS approved.
- k. The Bid offer must be inclusive of VAT.
- l. The VAT portion must be indicated separately.
- m. Payment for this contract will be against completion of work at OR Tambo International Airport.

C2.2 The Price List**PRICE SCHEDULE – FINAL SUMMARY**

Item	Description	Consumer Price Inflation	Annual Total Excl. VAT
1	Provision of painting maintenance service at OR Tambo International Airport for the period of six months.	n/a	R
Total Excluding VAT			R
Value Added Tax – 15%			R
Total Including VAT – Carried to Form of Offer			R

1. PRICE SCHEDULE – ANNUAL SUMMARY

#	Description	Annual Total Excl. VAT
1	Painting at Terminal A	R
2	Painting at Terminal B	R
3	Painting at Multi storey Parkade	R
Total Excluding Escalation and VAT - Carried to Final Summary		R

Attach Annexed Price Schedule

- *BOQ 1 – Painting maintenance work*

Third Party Procurement

- 1) Spares (material), equipment, plants and sub-contracted work will not be charged neither and no cost plus mark-up.
- 2) Markup percentage will not be subject to negotiations between the Bidder and ACSA.

Value of 3 rd Party Goods & Services procured for the month	Provisional budget allocation based on estimated annual spend (Actual Spend will Vary)	Mark Up Percentage	Provisional Budget Allocation based on estimated annual spend include mark up (Actual spend will Vary)
R0 – R50,000	n/a	%	R 0.00
Over R50,000	n/a	%	R 0.00
Total Third Party Procurement Costs			0.00

PART C3: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
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	Total number of pages	

C3: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

Airports Company South Africa is focused on world class airport standard, and the quality of painting maintenance work will help retain the standard. The focus for the painting maintenance service of airport asset with adequate levels of availability and safety at an acceptable cost.

The service provider will be responsible for the painting maintenance service, advising ACSA of potential risks, condition assessments, professional services as and when required. All works will be carried out within the OR Tambo International premises.

The service will be carried out on an agreed upon basis as determined by Airport Company South Africa. **The service provider will need to make allowance for the execution of preventative maintenance works when issued by the client which requires site presence to be a minimum of five (5) times per week during normal working hours (Day Shift). The minimum site presence must include at least 1 project manager, 1 painter, 1 assistant painter, 1 safety officer during normal hours (Day Shift) and other relevant personnel to carry out the scheduled works as deemed necessary by the service provider.**

The key objective for this programme is to:

- Ensure that painting maintenance work is in line with relevant and applicable standards, regulations, legislation, and industry best practise.
- Optimize the service through out-put based service delivery.
- Ensure that asset availability targets are met.
- Ensure that asset reliability targets are met.
- Ensure that operability targets are met.
- Ensure that safety targets are met.
- Ensure that maintenance costs are optimized and executed at the lowest possible cost.

Employer's requirements for the service

The service provider will be tasked with executing various activities which fall within the defined scope painting maintenance service. The operating philosophy for this service will be tasked based on six months project-based task.

Rates tendered by the service provider on the appended bill of quantities and enclosed price schedules will be utilised when determining the amount due to the service provider for a particular task.

The scope of services included in this contract are aligned to the trades which are contained in the standard system of measuring painting maintenance work in South Africa. (The standard system of measuring building work SANS 10400 Building Regulation and building standards ACT, 1977 (Act no, 103 Of 1977) and amended act on 2008, The association of South African Quantity Surveyors). The services are broken down to the following categories:

1 National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977)

No	CATEGORIES	DESCRIPTION
1	Callouts & Ad-hoc labour requirements	Call out fees for emergency works and urgent works. Further provision is made for ad-hoc labour requirements which may arise during the contract period.
2	Preventative maintenance works	Preventative maintenance schedules are provided for execution by the service provider. The service provider must make provision for site presence of at least 1 project manager, 1 painter and 1 general assistant, 1 safety officer five times per week during normal hours (day shift) and 1 painter and 1 general assistant five (5) times per week after hours (night shift) where preventative maintenance schedules have been issued. The clients reserve the right to issue Preventative Maintenance Schedules only as and when necessary. Therefore, resources will be required based on agreement as needed basis.
3	Common Work Tasks	Common or frequently occurring maintenance tasks are included in the bills of quantities. The service provider is required to ensure prices tendered cover all aspects which includes labour, transport, equipment, sundries, overheads and profit but must exclude supply of materials. Materials will be supplied by the service manager.
4	Specialised Tasks – Rate only bills of quantities	Tasks aligned to building trades which are executed on ad hoc basis. The service provider is required to ensure prices tendered cover all aspects which includes labour, transport, equipment, sundries, overheads and profit but must exclude supply of materials. Materials will be supplied by the service manager.
		Third party procurement and provisional sums is incorporated into the service to facilitate the purchase of materials, hire of equipment, procurement of sub-contracted works, specialised services and professional services.

Note: The service scope is specifically designed to have the flexibility to execute works on a wide range of tasks related to facilities within the airport precinct. The bills of quantities appended to this document provide a list of the common maintenance activities that can be anticipated.

The pricing schedule provides a framework which will allow the employer to leverage this service on an as needed basis where maintenance tasks arise.

WORK STREAMS

The work streams included in this service is:

SURFACE PREPARATION	PAINT APPLICATION	MAINTENANCE OF TOOLS AND EQUIPMENT	SAFETY MEASURE	FINAL INSPECTION

Ensuring that surface is clean, dry, and free from the contaminants before painting. This may involve sanding, priming, or applying sealants.	Applying paint, varnish, or other coating to various surfaces, including walls, ceilings, steel structures and any other surface that requires painting.	Keeping painting tools and equipment in good condition and ensuring they are properly maintained.	Ensuring safety measure during painting work, including the use of protective gear.	Checking the completed work to ensure it meets the quality standard and safety requirements.
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The tasks are essential for maintaining the integrity and appearance of OR Tambo International Airport building and structures, ensuring they are safe and functional for their intended use.

WORK SCOPE

To perform the painting maintenance service at Terminal A, Terminal B, Central Terminal Building, Multi Storey Parkade and other various areas at OR Tambo International Airport.

Terminal A

Painting of walls at Terminal A Arrivals Restricted Area

Painting of walls inside boarding gates from A03 to A18 at International Pier Departures and Arrivals

Painting of walls and ceilings at International Pier Departures

Painting of walls and ceiling panels at international Transit and Transfer

Painting of walls and ceiling at international Pier Arrivals

Painting of walls at Terminal A Departures

Steel structures

Terminal B

Painting of walls and ceiling panels at Terminal B security screening and check-in counters

Painting of wall and ceiling panels at Terminal B Arrivals Corridor

Painting of walls and ceiling panels at Terminal B Departures (Boarding Gates)

Painting of walls and ceiling at Terminal B arrivals -restricted and public area

Painting of walls and ceiling panels at Terminal B Retail area

Painting of walls at CTB arrivals and security screening area

Steel structures

Multi Storey Parking

Painting of walls and ceiling panels at MSP1 (all levels)

Painting of walls and ceiling panels at MSP2 (all levels)

Painting of KB1 Pillars

Painting of walls at Bus Terminal

Steel structures

Also painting of the roof, steel arcades, and flooring.

WORK MANAGEMENT

Work on this service will be instructed via task order. Only the resources required for the allocated tasks will be required on site. All work performed will be initiated, performed and regulated by the scope of work lined upon the agreement between the service provider and the employer.

A framework has been developed to facilitate the workflow on this contract and is outlined below.

Task Order Type	Description
Work Carried out	Painting maintenance service
	The service provider will be required to perform the necessary inspections and execute the necessary painting works which are included in the schedules.
	Where painting works schedules are issued, the service provider must ensure a minimum site presence as stipulated elsewhere in the specification.
	Specialised teams while on site will need to attend all the areas required in accordance to their specialties.
	The service provider must make provision for all expenses which includes but is not limited to transport to and from site, labour and overheads, profit in their pricing.
Emergency	Emergency call outs (90- minute – 24 hours response time)
	Emergency call outs will be activated in the event of an emergency where the services of the service provider are needed to make safe or perform a task(s).
	Due to the nature of emergency, the response time needed will not be longer than an 24 hours from the time the call is made to the time the service provider arrives to site and notifies ACSA accordingly.
Urgent	Urgent call outs
	Urgent call outs will be activated in the event of urgent works where the services of the service provider are needed to make safe or perform task(s).
	Due to the nature of urgent work, the response time needed will be no longer than 24 hours from the time the call is made to the time the service provider arrives to site and notifies ACSA accordingly.

Preventative Maintenance Schedule (bi-Weekly until the end completion of work)

Inspections

No	Description
1	Conduct visual inspection of the areas where professional decorative painting was conducted and if there is any hack job, bashing, snots, paint failure appearance that must be corrected.
2	Conduct visual inspection of the areas where artistic painting was conducted and if there is any daub, amateurish, clumsy work that must be corrected.
3	Conduct visual inspection of the areas where there is specific painting defect conducted and if there is any cissing, cratering, flocculation, chalky, rough sawn/ poor prep.

Activities

Note down all maintenance faults observed in line with the schedule.

Make safe any safety risk identified relating to a fault painting.

Report safety risks which are beyond the scope of this service to the employer.

Work Inspections

Inspect the following areas bi-weekly:

No	Description
1	Terminal A: Painting work was carried out successfully, and housekeeping was done
2	Terminal B: Painting work was carried out successfully, and housekeeping was done
3	Multi Storey Parkade: Painting work was carried out successfully, and housekeeping was done.

Activities

Note down all maintenance faults observed in line with the schedule.

Make safe any safety risk identified relating to a fault during the operations.

Report safety risks which are beyond the scope of this service to the service manager or employer representatives.

Painting tasks that are included in the bi-weekly schedules.

PROJECT MANAGER

- To ensure that work is carried out in a safely manner.
- To ensure that rules of painting are carried out safely and successfully.
- To ensure that there are minimum accidents and injuries, raising worker spirits, and even keeping things on schedule.
- To ensure that job sites are safe, workers are more productive, and delays are lessened due to injuries or inspections.

PAINTER TECHNICIAN

- To maintains, restores decorative and protective finishes to interior and exterior surfaces of residential, commercial, or industrial structures.
- To prepare surfaces by cleaning, removing old paint, and filling cracks, selecting and mixing materials, applying coatings using brushes, rollers, or sprayers, and maintaining a clean, safe job site
- Fall Protection & Safety: Properly wear and maintain personal protective equipment (PPE), including fall arrest harnesses and lifelines, when working on scaffolding, ladders, or elevated structures.

PAINTER ASSISTANT

- Surface Preparation: Cleaning, scraping, sanding, filling holes and cracks with putty or epoxy, and caulking to prepare surfaces for painting.

- Site Setup & Protection: Masking areas with tape, applying protective coverings, laying drop cloths, and removing hardware (e.g., outlet covers) to prevent paint spills on the surface.
- Paint Preparation & Application: Mixing paint according to specifications, applying primer, base coats, and final coats using brushes, rollers, or sprayers.
- Maintenance & Clean-up: Cleaning brushes, sprayers, and other tools; disposing of waste materials; and ensuring the job site is organized and clean.
- Logistics & Safety: Carrying, loading, and setting up ladders, scaffolding, and materials. Following all safety protocols, including wearing personal protective equipment (PPE).

SAFETY OFFICER

- Conduct risk assessment: identify potential safety hazards and assess their severity and likelihood.
- Implement control measure: adding physical safety measures, changing work practices, providing workplace safety training (toolbox talk).
- Monitor and reviewing: effective of safety measures regularity, especially when there are changes in the working environment.
- Documenting incidents: implementing corrective measures to prevent future occurrences.
- Fostering culture of safety: encouraging employees to report safety concerns and providing channels for feedback and suggestions.
- Pre-use inspection: Inspect all personal fall arrest system components (harness, lanyards, carabiners, shock absorbers) before each use for damage, wear, or contaminated (e.g. hardened paint).

LEGAL REQUIREMENTS

- The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation and regulations include but is not limited to the following:
 - National Building Regulation
 - Relevant South African National Standard(s)
 - Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
- The act also imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

INCIDENTS

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

INSPECTIONS AND AUDITS

- ACSA always has a right to inspect and audit the painting work on site.
- Corrective measures must be taken at the cost of the service provider to address noncompliance's found.
- The service provider is also required to inspect its own site according to the prevailing regulation and provide proof when required.
- The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

Interpretation and terminology

The following abbreviations/terms are used in this Service Information:

Abbreviation / Term	Meaning given to the abbreviation/term
Functional Failure	A functional failure is the inability of an item (or the system/sub-system in which it is installed) to meet a specified performance standard.
Potential Failure	A potential failure is an identifiable physical condition which indicates that a functional failure is imminent.
Asset Life	Period from asset creation to asset end of life.
Condition	The physical state of the asset.
Risk Register	A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.
ACSA	Airports Company South Africa
ORTIA	OR Tambo International Airport
Third Party Procurement	The purchase of materials, hire of equipment and the procurement of subcontracted services.
Ditto	Use to indicate something already said is applicable a second time.

Management strategy and start up.

The *Service provider's* plan for the service

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

- Output based services on an as needed basis
- Managing work in terms of time, cost and quality
- Managing the safety gear, this includes climbing equipment.
- Third Party Procurement
- Safety
- Use of specialized / professional services
- Staff aligned to scope of works; Specific attention is drawn to working at heights among others.
- Reporting

In addition, the service provider will submit the following plans:

EMERGENCY RESPONSE PLAN

- The appointed service provider will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, contamination, fires, etc.) that will be documented and available on site.
- The emergency response plan shall be simulated within 30 days of commencing with the contract. The appointed service provider shall ensure that all requirements are implemented.

CONTINGENCY PLAN

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

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)
- ACSA's exposure to third party service provider(s).
 - ACSA is not adversely affected by any challenges experienced by third party service providers in performing.
 - ACSA is not adversely impacted by increased tariffs/prices/rates charged by these third parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted.

Management meetings

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, risk register, feedback on early warnings and compensation events	Daily on _TBC_ at ___TBC	ACSA Corporate	<i>Employer, Service provider and ___TBC</i>
Ad Hoc Meetings for a specific purpose	As and when required	ACSA Corporate	TBC

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. 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.

Service provider's Project Manager and key people

- The service provider must guarantee that the project manager appointed to oversee the painting service has the necessary experience and qualifications, such as a Trade Test Certificate in Painting/ National Certificate in Construction Painting (NQF Level 3 or 4) or diploma in the built environment, and OHS training certificate, and also the ability to oversee a work safely at elevated levels.
- The service provider will ensure the professional painter appointed to carry out the task of painting has the necessary experience and qualifications, such as a Painting Trade Test (Red Seal) certificate

and/or a valid painting certificate, an OHS training certificate, and a working at heights certificate, to ensure the knowledge to work at elevated levels.

- The service provider will ensure the appointed assistant painter to carry the task has the necessary experience and qualification, such as minimum grade 9 and occupational certificate assistant painter or brush hand.

In the event of a person being replaced the Service provider must inform the Service Manager prior to the replacement and also submit an amended Resource Proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

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

Contract management organogram required as submitted in the resource plan in the tender document.

The service provider will provide the following key personnel.

Personnel	Description
Project Manager	Skilled personnel is required to perform overseeing painting tasks on-site, painting teams, team coordinating, risk management, documentation and reporting and ensuring project is completed on time, within budget. This includes overseeing surface preparation, inspecting surfaces, ensuring proper paint mixing and application, and maintaining high-quality standards and application, enforcing safety regulations, coordinating materials, developing working schedules and liaising with clients or service manager.
Painter	This skilled personnel is required to perform the task of preparation of surfaces (sanding, cleaning, filling cracks), applies primers and paints using brushes, rollers, or sprayers, and ensures a high-quality work. This includes the responsibility of color matching, covering fixtures to protect property, maintaining safety standards, and ensuring, that the final, clean, and polished, result meets client expectations.
Painter Assistance	This personnel is required to support lead painter by preparing surfaces (sanding, masking, caulking), mixing paints, operating spraying equipment, and performing, cutting-in, and cleaning, ensuring, job efficiency, and quality, finish. They also manage equipment, maintain safety standards, and protect surrounding areas and furniture from damage.
Safety officer	This personnel is required for identification of potential hazards such as slippery surfaces or unstable equipment and unsafe working techniques, ensuring that all workers are trained on safety procedures and the use of personal protective equipment (PPE), conduct regular inspections on the painting area to ensure compliance with safety regulations, keep records of safety inspections, hazard assessment and training. Ensures that the emergency procedures are in place and that workers are familiar with them and facilitating communication between workers and management regarding safety concerns and practice.

Provision of bonds and guarantees

A report from the service provider's project manager must be submitted monthly to give a guarantee of the work done.

It should be noted that a signed and completed Job card by both the service provider and employer confirming the work has been completed will be regarded as the guarantee of work done.

Documentation control

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

- Work completion report.

Reports are submitted within the first ten days after the completion of the painting work.

The report must include:

- Summary of all painted activities carried out
- Pack includes signed copies of task orders completed.
- Copy of claim for the completion of work.
- Operations (General, challenges, achievements, improvement areas)
- Review suitability of safety files, risks and treatment.
- Safety Audit reports & Copies of registers from toolbox talks held.
- Lessons learned

The report must be submitted in a user friendly and in a compatible format agreed by ACSA upon award.

- The service provider must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The service provider must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The service provider shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

General Information

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

- | | |
|---------------------|-------------------------|
| • Reports | • Service history books |
| • Memorandums | • Pictures |
| • Drawings | • Video Clips |
| • Operating manuals | • Audio Clips |

- Spread sheets / Data bases
- Meeting minutes
- Communiqués
- Files
- Warranties

Procedure General

- The service provider will be issued with a list of painting requirement(s) which need to be assessed and subsequently actioned.
- The service provider will review the list and perform the necessary assessments and inspections.
- The service provider will report back to the employer within the specified time frame on the scope of works, timeline for completion and estimated total cost of the works based on the rates approved in the bill of quantity.
- The employer will then approve the work that must be executed and will issue official instruction to proceed.
- The service provider will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The service provider will ensure that a copy of all submissions is retained by the service provider for the duration of the contract.

Invoicing and payment

Invoices will be itemized per the price schedule.

When invoicing, the *Service provider* shall ensure that all required reports for the corresponding are submitted.

Attached to the monthly invoice. The service provider shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

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

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

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

The *Employer* may set off any amounts due and payable from the *Service provider* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Service provider* on any invoice.

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

ESCALATION

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

Contract change management

- Early Warnings to notify the service provider or employer of arising risks.
- Risk Registers for the recording of risks to the service
- Further requirements to be announced during course of contract execution in line with contract provisions of the NEC Term Service Contract.

Records of Defined Cost to be kept by the *Service provider*

All costs which relate to compensation events must be retained by the service provider for the duration of the contract and must be available for review when required.

Insurance provided by the *Employer*

Refer to attached Insurance specification from the employer.

Things provided at the end of the service period for the Employer's use

Equipment

Equipment issued to the service provider to carry the task of painting maintenance at ORTA must be returned to the employer at the end of the contract.

Information and other things

All intellectual property issued to the service provider must be returned to the employer on completion of the contract. All intellectual property, manuals, instructions, drawings and specifications arising from the service must be handed over to the employer at the end of the service period.

Health and safety, the environment and quality assurance

Health and safety risk management

An Occupational Health and Safety Plan in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be submitted. Work will only commence once the plan has been approved by the Safety Manager and a permit to work is issued.

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

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

The *Service provider* shall comply with the health and safety requirements annexed to this Service Information.

Workman's compensation letter of good standing must be aligned to demolition work or written proof must be provided that employees will be covered given the activities executed in the service.

Provide the necessary hoarding, signage etc to safely execute works.

The employer will provide the necessary hoarding, signage, etc., which must be returned upon the completion of the contract.

Environmental constraints and management

Environment

The Service provider will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public.

At no time shall the Service provider:

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard without the authority of the service manager and following the authenticated internal procedures.
- Other requirements are included in the SHE Specification documentation attached.

Quality assurance requirements

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Service provider will be expected to draft quality plans for the Service Manager from time to time.

Procurement

People

Minimum requirements of people employed

- ACSA issued permits which are issued in line with policies and procedures.
- Relevant experience
- Relevant qualification.

BBBEE and preferencing scheme

The service provider must comply at all times with the transformation requirements set out in the tender. Such conditions must be maintained throughout the contract period.

Subcontracting

Preferred subservice providers

ACSA reserves the right to reject subservice providers based on past performance, price competitiveness, lead time management.

Subcontract documentation, and assessment of subcontract tenders

All third-party procurement which is done/ executed on site, cost will be carried out by the service provider. ACSA will not be liable for any sub-contracting work on this painting maintenance service at ORTIA.

Limitations on subcontracting

All specialised works must be subcontracted out to entities/companies with the required expertise and experience. For specialised works, sub-service providers must hold the required CIDB grading. Example painting and decorating service providers must hold relevant CIDB SK, SD or GB grading for the value of work.

Refer to the attached price schedule.

Specialised services are contemplated for this contract on an as needed basis. No commitment is made to expend any provision made in the bill of quantities. Specialised services will include but is not limited to the categories outlined by the Construction Industry Development Board (CIDB). Where specialised services are required, the appointed service provider shall ensure that the sub-service provider appointed is a registered and active service provider on the CIDB service provider register and is registered for the grade of work required. Where work required is not covered by a CIDB grading, the requirement for holding an active CIDB grading will not be enforced.

Specialist work categories in line with provisions made by the CIDB:
• Civil Engineering works by specialist service provider with applicable CIDB (CE) grading.
• Electrical Engineering works by specialist service provider with applicable CIDB (EB) grading.
• Mechanical Engineering works by specialist service provider with applicable CIDB (ME) grading.
• Asphalt works by specialist service provider with applicable CIDB (SB) grading.
• Earthworks works by specialist service provider with applicable CIDB (SC) grading.

<ul style="list-style-type: none"> • Corrosion Protection works by specialist service provider with applicable CIDB (SD) grading.
<ul style="list-style-type: none"> • Demolition works by specialist service provider with applicable CIDB (SE) grading.
<ul style="list-style-type: none"> • Fire Prevention works by specialist service provider with applicable CIDB (SF) grading.
<ul style="list-style-type: none"> • Glazing works by specialist service provider with applicable CIDB (SG) grading.
<ul style="list-style-type: none"> • Landscaping, Irrigation & Horticultural works by specialist service provider with applicable CIDB (SH) grading.
<ul style="list-style-type: none"> • People Movers and Hoisting Machinery works by specialist service provider with applicable CIDB (SI) grading.
<ul style="list-style-type: none"> • Piling & Foundation works by specialist service provider with applicable CIDB (SJ) grading.
<ul style="list-style-type: none"> • Road Marking & Signage works by specialist service provider with applicable CIDB (SK) grading.
<ul style="list-style-type: none"> • Structural Steel & Scaffolding works by specialist service provider with applicable CIDB (SL) grading.
<ul style="list-style-type: none"> • Timber Building & Structure works by specialist service provider with applicable CIDB (SM) grading.
<ul style="list-style-type: none"> • Waterproofing works by specialist service provider with applicable CIDB (SN) grading.
<ul style="list-style-type: none"> • Wet Services and Plumbing works by specialist service provider with applicable CIDB (SO) grading.
<ul style="list-style-type: none"> • Fencing works by specialist service provider with applicable CIDB (SQ) grading.
<ul style="list-style-type: none"> • Other specialist works deemed necessary by the client

Professional services are contemplated for this contract on an as needed basis. No commitment is made to expend any provision made in this bill of quantities. Professional services will include but is not limited to the categories outlined by the relevant professional body. Where professional services are required, the appointed service provider shall ensure that the professional appointed is a registered and active professional with the relevant professional body. Provision is made for both value related prices (a percentage of value of work) and time related prices (rate per hour).

Professional Services categories in line with provisions made by relevant professional bodies / councils:
<ul style="list-style-type: none"> • Professional Architect
<ul style="list-style-type: none"> • Professional Structural Engineer
<ul style="list-style-type: none"> • Professional Civil Engineer
<ul style="list-style-type: none"> • Professional Quantity Surveyor
<ul style="list-style-type: none"> • Professional Mechanical Engineer
<ul style="list-style-type: none"> • Professional Electrical Engineer
<ul style="list-style-type: none"> • Professional Landscape Architect
<ul style="list-style-type: none"> • Professional Fire Engineer
<ul style="list-style-type: none"> • Professional Project Manager
<ul style="list-style-type: none"> • Health & Safety Officer

Attendance on subservice providers

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of percentages for 3rd party procurement. All goods and additional services purchased through third party procurement will be carried out by the lead service provider.

Plant and Materials

Specifications

The service provider shall provide all necessary tools of trade for the execution of the works. No additional costs will be permitted for the purchase of or hire of tools.

The service provider will be required to have variety of tools and equipment that will be needed to enable them to execute their duties efficiently. The following tools will be required in this service. however, this list is not intended to dictate the minimum required tools but to enable the service providers to have a better understanding of the description of service:

Ladders, scaffolding, painting scrapper, painting brush, painting roll, masking tape, tele pole, harness, academy brush ware sheet, absorbent cleaning rags, thinners/paint spill remover, painting trays, paint drum and any other material in line with scope of work.

Service provider is expected to be well-equipped and have all of these general tools and equipment readily available and in sufficient quantity to provide quality work considered satisfactory by ACSA. Attention is drawn to the scope of works listed in the bid document. The service manager will supply the material and service provider is to ensure that an adequate set of tools is carried for the purposes of this contract. The tools supplied shall be sufficient to cover all categories of work and the respective services required. The service provider is to further ensure that all staff deployed to OT Tambo International Airport site for painting are adequately resourced with tools for the execution and completion of the painting maintenance work.

The following exceptions and conditions are to be noted by all bidders:

- A number of trades will require the use of specific small equipment to execute the works. Examples include, but is not limited to the following:
 - Where tools are used – Bidders make allowance for the required working with height tools (Harness and life line), ladders and PPE gear.
 - Where painting, refilling of cracks and holes is needed – Bidders make not make allowance for the required material as the service manager will provide.

Correction of defects

All tools & equipment must be regularly inspected and approved by the Service Manager. Any tools deemed to be not “fit for use” must be immediately removed from operations and either repaired where possible or replaced.

Service provider's procurement of Plant and Materials

The service manager will be responsible to ensure deliveries of material are made to the OR Tambo International Airport premises and are to be used for the specific type of work and removed in case of theft avoidance and or provide storage and security of the material on site.

All warrantees and guarantees shall be made out in the name of the employer.

Tests and inspections before delivery

Per prevailing legislation and industry standards.

Plant & Materials provided “free issue” by the *Employer*

ACSA will provide the service provider with specified certain materials. All other plants and materials are to be provided by the service provider.

Working on the Affected Property**OPERATING HOURS**

Normal ACSA operational hours shall be regarded as being from **08:00** (Commencement of work) to **16:30** (End of work) for every day on agreement schedule, and from **22:00** (Commencement of work) to **04:00** (End of work) for every night until the agreed upon ending date of the project. Therefore, operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Service providers fee and rates.

Personal Protective Equipment (PPE) & Uniforms

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

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

Emergency Procedures

The Service providers 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.

General Safety Requirements

No person shall perform an unsafe / unhygienic act or operation whilst at Airports Company South Africa premises.

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

ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action.

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

At no time must the Service provider interfere with, or put at risk, the functionality of any public sewer and storm water channel system. Care must also be taken so as to prevent contamination when cleaning the painting equipment.

Protection of the public

The Service provider 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 use of harmful chemical, work or other.

Barricades (Where applicable)

Where hoarding, barricades is required in the execution of the Works, the Service provider shall provide same at his/her own expense. Hoarding, barricades 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.

People restrictions, hours of work, conduct and records

OPERATING HOURS

Normal ACSA operational hours shall be regarded as being from 08:00 (Commencement of work) to 16:30 (End of work) for every day on agreement schedule, and from 22:00 (Commencement of work) to 04:00 (End of work) for every night until the agreed upon ending date of the project. Therefore, operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Service providers fee and rates.

Where work is required in areas that will not impact the passengers and stakeholders around ORTIA, ACSA operations or both then the service provider will be permitted to work over the weekend from the time of Commencement of work (08:00 during the day and must stop works and vacate site at 16:30 and from 22:00 (Commencement of work) to 04:00 (End of work) for every night.

The service provider shall formulate and maintain a resource file which shall include but is not limited to the following:

List of all resources deployed at ORTIA for the duration of the contract (Personnel file)

- Full names
- Copies of ID docs
- Record of medicals

Attendance Registers

Record of attendance registers are to be maintained for the duration of the contract
Records to clearly reflect dates that staff are replaced, together with relevant correspondence detailing reasons for replacement
Attendance registers to be signed daily

The service provider is to note that these records must be available at all times.

Health and safety facilities on the Affected Property

Refer to the occupational health & safety specification annexed to the tender document

Environmental controls, fauna & flora

Refer Section 3 above

Cooperating with and obtaining acceptance of Others

Where work impacts stakeholders and passengers movement, such impact will be assessed, communicated with the affected stakeholders and approval to proceed with the works must be granted by the employer.

Records of *Service provider's* Equipment

The service provider is to provide a schedule of their own equipment that's provided to ACSA for the duration of the service.

The specification makes allowance for specialised equipment needed on an as and when basis for specialised items of work. (Note: ACSA will not pay for rental for these specialised items of equipment as and when the need arises. Therefore the service provider does not need to make allowance for it in their schedule of their own equipment)

Equipment provided by the *Employer*

Painting material will be provided by the employer, except the ladder and other climbing materials.

Site services

Provided by the *Service provider*

PART 4: SITE INFORMATION

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

SITE PLAN

n/a

Environmental constraints and management

Service & Maintenance Service providers Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed service provider staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Service providers shall consult the client to supply suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the service provider's responsibility to determine the location of these areas. • No damaged or leaking equipment or vehicles shall be permitted on site.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Service provider shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Service providers shall always maintain a tidy, litter free environment in their work area. • Service providers must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>

ISSUE	REQUIREMENT
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). Service providers shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The service provider shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all service providers and their employees prior to commencing works at the airport.

PENALTIES

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

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

Penalties shall be between R500 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Service provider shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, _____ (name & surname) of _____ (company)

agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-service providers fail to comply with these conditions.

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

at: _____ (airport name).

Quality assurance requirements

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

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	Painting maintenance service at OR Tambo for the period of six months.
Document Number: HIRA 1	Revision Number: 001

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

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

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

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index

Site establishment	Delivering of containers and materials; increased movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and painters to be competent and vigilant of other painters, stakeholders and passengers, site inspections are to be conducted daily	2D
Site Access	Access is to be controlled, and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to stakeholders, passengers, users of the airport at OR Tambo International Airport site, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, cleaned after painting work has been carried out to minimize impact to operations.	2D
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Service providers are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Service providers to identify noisy operations and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Service providers to be aware of aircraft movements	4C

Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Service providers only to use the entry points as provided by the ACSA Project Leader. No materials or waste are to be stored within 3 meters of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with residents vehicle or property	30-meter height restriction procedure – refer for further information	2A
Weather	Adverse weather conditions	Damage to vehicles/equipment	Weather warnings are issued by the Safety Department as and when required. All equipment on the site is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the service providers in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the service provider such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B

Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Injury to persons/adverse health effects/	Dust suppression measures are to be implemented, and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Damage to sewer and storm water drainage channels	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, service providers to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Service providers to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C

Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the service provider	4C