

NEC3 Term Service Contract (TSC3)

**AIRPORTS COMPANY SOUTH AFRICA
CAPE TOWN INTERNATIONAL AIRPORT**

TENDER NO.: CTIA8059/2025/RFP

**TERM SERVICE CONTRACT FOR THE MAINTENANCE AND MANAGEMENT OF
VEGETATION AND BUSH CLEARING SERVICES**

CONTRACT

VOLUME 2

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Maintenance and Management of Vegetation and bush clearing Services at Cape Town International Airport (CTIA) for five (5) year term contract.

TENDER REFERENCE NUMBER: CTIA8059/2025/RFP

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Cape Town International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **Tender for the Maintenance and Management of Vegetation and Bush Clearing at Cape Town International Airport for a period of 60 months (5 years)**

Contents:	Page No.
Part C1 Agreements & Contract Data	[3]
Part C2 Pricing Data	[31]
Part C3 Scope of Works	[45]
Part C4 Site Information	[]

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

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

Maintenance and Management of Vegetation and Bush Clearing Services at Cape Town International Airport works at for the period of five (5) years.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

AMOUNT exclusive of VAT	
VAT 15%	
AMOUNT inclusive of VAT is	
(in words)	

TO BE FILLED IN NUMBERS AND WORDS

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

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

Date

Name &
signature of
witness

.....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

.....



Name(s) _____

Capacity _____

for the Employer Airports Company South Africa SOC Limited,
Cape Town International Airport,

Name & signature of witness _____	Date _____
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Schedule of Deviations

- 1 Subject
 Details

- 2 Subject
 Details

- 3 Subject
 Details

- 4 Subject
 Details

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

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

For the Employer

For the Bidder

Signature (s) _____

Name (s) _____



Capacity

**Name and
Address**

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
Signature of
witness

Date

Part C1.2a Contract Data

General Conditions of Contract

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

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

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

Part one – Data provided by the *Employer*.

The Conditions of contract are selected from the NEC3 Terms Service Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Term Service Contract which requires it.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	A: Priced contract with Activity Schedule W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X1: Price Adjustment X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task order Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, applicable at Cape Town International Airport
	Address	Airports Company South Africa, 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
10.1	The <i>Service Manager</i> is	Technician Civil Maintenance

	Address	Airports Company South Africa, 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
	Telephone	021 937 1200
	E-mail address	
11.2 (13)	The <i>works</i> are	Term service contract for the Maintenance and Management of Vegetation and Bush clearing services at Cape Town International Airport (CTIA) for 5 years term contract as fully detailed in the Scope of Work Part C3.
11.2(14)	The following matters will be included in the Risk Register	• Public liability insurance and Indemnity. • Access to Site • Statutory approvals and ACSA approvals • The method statement • Planned maintenance work • Health and Safety
11.2(15)	The <i>service Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	Cape Town International Airport – Landside and Airside
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 of reply</i> is	7(seven) business days
3	Time	
30.1	The <i>starting date</i> is	on signing of contract by both parties.
30.1.2	The <i>completion date</i> is	5 Years from the starting date
30.1	The <i>access date</i> is	to be agreed with Employer before contract start date.

32.1	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks
4	Testing and Defects	
42.2	The <i>defects date</i> is	12 (twelve) months after Completion of the whole of the <i>works</i>
43.1	The <i>defects correction period</i> is	2 (two) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks
8	Risks and Insurance	Refer to Part C1.4
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The <i>Contractor</i> provides the insurance stated in	Refer to Part C1.4
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.. If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 4 weeks of the notification of the default by the <i>Service Manager</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the contract, may terminate the contract.
	Data for Main Option clause	
A	Priced contract with Activity Schedule	Refer to Part C2
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration

W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> 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 organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X1	Price Adjustment	<i>No adjustment for inflation shall be made to the Prices for the first 12 months from the Contract Starting Date. During this period, the rates and prices stated in the Contract Data remain fixed and firm. Thereafter, the adjustment will be on contract anniversary date.</i>
X1.1	Defined term X1	<i>The Base Date for calculating inflation is: The contract base date is defined as 7 days prior to the tender closing date defined in CTIA8059/2025/RFP.</i> <i>The base date will be used as the reference date for all and any relevant price adjustment that will be on yearly anniversary date.</i> <i>After the first 12 months, the Prices are adjusted for inflation using the following method:</i> <i>$PAF = \sum [Proportion \times ((L - B) / B)]$</i>
X17	Low Service Damages	
	Low service damages of the services are	Refer to Annexure C- Low services damages
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused

X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Refer to C1.4 insurance schedule
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X19	Task Order	
X19.1	Identified and Defined terms	(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time. (2) A Task Order is the Service Manager's instruction to carry out a Task. (3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work. (4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract
X19.2	Providing the service	X19.2 A Task Order includes: • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used,

X 19.3		The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events
X19.4	Time	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	Task Order Programme	The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.
Z	The <i>Additional conditions of contract</i> are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Disallowed Cost	
Z2.1	Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee") ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)	
Z2.2	Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows	
Z2.2.1	"Disallowed Cost is cost which the Service Manager decides	
Z2.2.1.1	is not justified by the <i>Contractor's</i> accounts and records,	
Z2.2.1.2	should not have been paid to a Subcontractor or supplier in accordance with his contract or	
Z2.2.1.3	was incurred only because the <i>Contractor</i> did not	
Z2.2.1.3.1	follow an acceptance or procurement procedure stated in the Service Information	
Z2.2.1.3.2	comply with a procedure set out in his quality plan or	
Z2.2.1.3.3	give an early warning which this contract required him to give; and the cost of	
Z2.2.1.4	correcting Defects after Completion;	
Z2.2.1.5	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;	

Z2.2.1.6	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
Z2.2.1.7	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
Z2.2.1.8	correcting Defects which the <i>Contractor</i> has previously corrected;
Z2.2.1.9	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
Z2.2.1.10	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
Z2.2.1.11	preparation for and conduct of an adjudication or proceedings of the tribunal."
Z4	Extending the defects date:
Z4.1	Providing the Service: Delete core clause 20.1 and replace with the following:
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , 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:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.

Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> 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 <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.

Z12	Employer's Step-in rights	
Z12.1	If the <i>Contractor</i> 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 <i>Service Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>	
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.	
Z13	Liens and Encumbrances	
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time	
Z14	Intellectual Property	
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.	
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .	
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works	
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP	
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> 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 <i>Contractor's</i> design, manufacture, construction or execution of the Works	
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or	
Z14.5.3	the proper use of the Works.	
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.	
Z16	Dispute resolution:	
Z16.1	Appointment of the Adjudicator	

	An <i>Adjudicator</i> 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 <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013	<table> <tr> <th colspan="3">Panel of Adjudicators</th></tr> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </table>	Panel of Adjudicators			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
Panel of Adjudicators																													
Name	Location	Contact details (phone & e mail)																											
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za																											
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za																											
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za																											
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za																											
Mr. Sam Amod	Gauteng	sam@samamod.com																											
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za																											
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za																											
Z16.2	Appointment of the Arbitrator																												
	An <i>Arbitrator</i> 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 <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of Arbitrators below	<table> <tr> <th colspan="3">Panel of Arbitrators</th></tr> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </table>	Panel of Arbitrators			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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Z17	Notification of a compensation event																												
Z17.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."																												
Z18	BBBEE Certificate																												
Z18.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do 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.																												
Z19	Communication																												

Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z19.2	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z20.1	As part of this contract the <i>Contractor</i> 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
Z21	Health, safety and the environment
Z21.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the "S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure D.
Z21.2	Without limitation, the <i>Contractor</i> :
Z21.2.1	accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (" the Construction Regulations ") for the Site;
Z21.2.2	undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z21.3	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.

PART C1.2b CONTRACT DATA		
Part two – data provided by the <i>contractor</i>		
Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Cape Town International airport -Landside and Airside areas Swartklip Site and Symphony Way
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Contract Manager
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Supervisor//Site Foreman
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Safety Officer

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT – OHS 040

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED Cape town International Airport Private Bag x 9002 Cape Town International Airports Western Cape 7525
Physical Address: Administrator Office Southern Office Block Western cape 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. Definitions

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

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

MANDATORY'S MAIN SCOPE OF WORK

Request for a Service Provider for Alien and Invasive Vegetation Monitoring and Eradication for a Period of Five (5) Years at Cape town Airport (CTIA)).

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) 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.
- b) 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.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) 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.

- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.
- g) 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.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

- a. The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document 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.
- i)
- b. The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The 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

- a. 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.
- b. 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.
- c. 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.
- d.
- e. 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.
- f.
- g. 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

- a. 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.

- b. 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.
- c. 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

- a. 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.
- b. 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

- a. 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.
- b. 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.
- c. 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.
- d. 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

- 1.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 2.1 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.
- 3.1 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION and INSURANCE

The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

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.

The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

- 1.1 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.
- 2.1 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.
- 3.1 Standard (Basic) medical tests shall constitute the following assessments as minimum:
 - Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index
 - Urine screening
 - Drug screening
 - Audio screening
 - Lung Function Test
 - Keystone eye test
 - Work at Height Questionnaire
 - Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

14. SUB CONTRACTORS

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

- 1.1 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.
- 2.1 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

- a. 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.

- b. The Client reserves a right to do substance abuse testing and main entry points for the Mandatory employees.
- c. Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- d. Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- a. The Mandatory 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 Mandatory shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- b. The Mandatory shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- c. The Mandatory shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 1.1 The Mandatory 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.
- 2.1 Where the Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory 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 Mandatory to notify the Client OHS department of such equipment's and machinery.
- 3.1 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory 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

- 1.1 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.
- 2.1 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

- 1.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 2.1 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 1.1 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.
- 2.1 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.
- 3.1 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

Compliance with the Occupational Health & Safety Act 85 of 1993

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

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

29. FURTHER UNDERTAKING

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



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



ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

DATE

Witnesses:

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause. **Insurance Affected by the Employer.**

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

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

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

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

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

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

Insurance Affected by the Contractor.

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

- (a) **INSURANCE OF CONTRACTORS EQUIPMENT** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement

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

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

Sub-Contractors

The Contractor shall:

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

Part C2: Pricing

C2.1 Pricing Instructions

C2.2 Pricing Data

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. **The pricing schedule as completed by the Contractor shall be VAT exclusive prices and tasks shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.**
5. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Service Managers’ requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity



Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Employer.

14.No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.

15.The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

16.The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

No admin fee shall be payable on sub-contractor remuneration.

ADDITIONAL NOTES:

Contract Rates:

Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above

Parking:

A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R5000.00 per occurrence.

Permits:

Please note that before working at Cape Town International Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor's) will be required to be in possession of an ACSA permit.

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

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

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

PRICES FOR 2025-2026 ONLINE TRAINING:

<u>Online Courses</u>	<u>COURSE COST</u> <u>(Vat exclusive)</u>
SAFETY- Airside Induction (AIT INTIAL)	R2 250,21
SAFETY- Airside Induction Refresher (AIT Refresher)	R1 027,20
SAFETY- Airside Vehicle Operators Permit (AVOP)	R2 250,21
SAFETY- Airside Vehicle Operators Permit Refresher(AVOP)	R1 027,20
Aerodrome Emergency Preparedness	R2 250,21
Safety Management System (SMS)	R2 250,21
General Security Awareness (GSAT)	R1 027,20

NEW PERMIT PRICES AS FROM THE 01 APRIL 2026 to 31 MARCH 2027

Permit Type	Duration	Current Price	Current Price
PERSONAL PERMITS			
Personal permanent permits	6days-2years		270
Per Icon			70
Personal temporary permits	2-5 days		270
Personal visitors permits	1 day		270
VEHICLE PERMITS			
Vehicle permanent permits	1 year		1141
Vehicle add-on fee	1 year		5105
Vehicle temporary permits	1 - 3mths		300
Prorated add-on fee	1 - 3mths		1452
Vehicle temporary permits	3 -6 mths		595
Prorated add-on fee	3 - 6mths		2900
Vehicle temporary permits	1-3 days		138
Vehicle temporary permits	4-30 days		300
Reprint of Vehicle Disc			138
Change of Registration			138
Contractors Vehicles 1- 3 Months			520
Contractors Vehicles 4 - 6 Months			1035
Permanent Contractors Vehicle Permit	1 year		1975
LOST/DAMAGED PERMITS			
1st lost Personal permit			560
2nd loss personal permit			906
3rd loss personal permit			No issue
ACSA 1st lost Personal Permit			300
ACSA 2nd lost Personal Permit			620
ACSA 3rd lost Personal Permit			No issue
1st damaged permit			450
2nd damage permit			570
3rd damaged permit			No issue

Permit + 1 Icon = R 340

Permit + 2 Icons = R410

Permit + 3 Icons = R 480

Permit + 4 Icons = R 550

PRICES FOR 2025-2026 ONLINE TRAINING:

<u>Online Courses</u>	<u>COURSE COST</u> <u>(Vat exclusive)</u>
SAFETY- Airside Induction (AIT INTIAL)	R2 250,21
SAFETY- Airside Induction Refresher (AIT Refresher)	R1 027,20
SAFETY- Airside Vehicle Operators Permit (AVOP)	R2 250,21
SAFETY- Airside Vehicle Operators Permit Refresher(AVOP)	R1 027,20
Aerodrome Emergency Preparedness	R2 250,21
Safety Management System (SMS)	R2 250,21
General Security Awareness (GSAT)	R1 027,20



C2.2 The Price List

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

Product Specification : products to be used SABS approved (This includes but not limited to equipment, machinery and herbicides etc)

Appointed Contractor will be required to:

- Submit a fully detailed Safety file before commencing with tasks of this contract
- Provide full PPE for employees or else they won't be allowed to proceed with services.
- Vehicles that will be used for this contract to comply to Procedure B160 001M

Part 1 – Activity schedule – Preliminaries and Generals costs

Item no.	Description - Contract Administration Costs	Unit	Quantity	Cost per item	Yearly Total cost / per annum
Preliminary and General - Contract Administration Costs:					
1	Airport Induction	Provisional Sum	1	R150 000.00	R150 000.00
2	Airport personnel and vehicle permits :	Provisional Sum	1	R70 000.00.	R70 000.00
3	Installation of a squitters, tetra radio and vehicle branding	Provisional Sum	1	R50 000.00	R50 000.00
4	Site establishment – site offices and storage facilities*	Once Off	1	R30 000.00	R30 000.00
Total preliminaries and generals' costs excluding VAT ((to be carried over to Part 3).					R300 000.00

- *N.B. Contract administrative costs not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration.*
- *Preliminaries and generals will be paid at proven cost.*
- **ACSA reserves the right to retain possession of office and storage facilities established at the expense of ACSA except where the said facilities are leased.*



- *For storage facility the Employer will provide space only, the Contractor shall make arrangements to procure a container or similar facility. It will depend on the Contractor's discretion if he/she wants storage facility positioned at the Airport. The employer will only pay for the storage facility once it has been established at Cape Town International Airport (CTIA) premises. The type of storage and positioning of it shall be agreed with the Service Manager.*
- *The permit price list is provided. Note the prices may change from time to time.*
- *Permits will be re-imbursed under at cost as per the Invoice paid to ACSA – with no handling, post facto, cell phones, personnel, vehicles, tools and equipment. No allowance for the labour time and attending Induction cost will be paid.*



AIRPORTS COMPANY SOUTH AFRICA

Part 2 – Activity schedule

Part 2 A

Item	Area	A Area Size Hectares (ha)	B Cycles per annum	C = A x B Total Area (ha)	D Rate per hectare	E = C x D Yearly Total Cost/ per annum
1	Thunder City	3	6	18		
2	Bravo Boarding Gates Gardens	1	6	6		
3	Old Staff Parking	1	6	6		
4	Symphony Development	190	2	380		
5	50m Strips	30,77	8	246,17		
6	Airside_Island	11,39	12	136,73		
7	Aprons	25,21	12	302,55		
8	Cargo	0,53	12	6,33		
9	Concrete Areas	19,88	12	238,50		
10	Electrical Cages N2	0,01	4	0,02		
11	Electrical_Camps	2,57	4	10,27		
12	Fence_Inside	5,50	12	65,94		
13	Fence_Outside	9,80	4	39,18		
14	Field	225,40	8	1803,2		
15	General Aviation Area	6,38	12	76,61		
16	Northern_Access_Roads	2,78	6	16,68		
17	Old Surface Maintenance	1,51	4	6,04		
18	ACSA (Transnet) Pond	4,27	4	17,08		
19	Robbert Sobukhwe Pond	3,59	4	14,36		
20	Bp Pond	2,95	4	11,8		
21	Beechcraft Road Pond	0,89	4	3,56		
22	Foxtrot 5 Pond	0,53	4	2,12		
23	Cargo Pond	0,22	4	0,88		
24	Air Force Base pond	0,60	4	2,4		



AIRPORTS COMPANY
SOUTH AFRICA

25	Southern Access Road	2,21	6	13.26		
26	Structure_Building	0,70	6	4.2		
27	Windsocks	0,13	12	1,51		
28	Invader_Control	255,63	8	1805,04		
29	Oval Park offices	1.51	4	6.04		
30	Tower Road	1	12	12		
	CTIA & Symphony Site Annual Average Cost - Year 1 excluding VAT (to be carried over to Part 3)					-

Operational costs in Part 2A and Part 2B include labour, equipment, and spares used to conduct the service. No additional claims will be entertained/accepted. All rates to exclude VAT.



AIRPORTS COMPANY
SOUTH AFRICA

Part 2 B						
Item	Area	A Area Size Hectares (ha)	B Cycles per annum	C = A x B Total Area (ha)	D Rate per hectare	E = C x D Yearly Total Cost/ per annum
	Management Units (Swartklip Site)					
1	MU1	44.37	2	88.74		
2	MU2	25.16	2	50.32		
3	MU3	20.31	2	40.62		
4	MU4	42.28	2	84.56		
5	MU5	37.96	2	75.92		
6	MU6	18.39	2	36.78		
7	MU7	31.79	2	63.58		
8	MU8	34.99	2	69.98		
9	MU9	26.66	2	53.32		
10	MU10	36.6	2	73.2		
11	MU11	13.84	2	27.68		
12	MU12	42.52	2	85.04		
13	Security Patrol Routes	13.72	1	13.72		
14	Fire Breaks	36.53	1	36.53		
15	Patrol Routes not overlapping Fire breaks	3.88	1	3.88		
16	As and when tasks Provisional Cost				Provisional Sum	R2 000 000.00
	Swartklip Annual Average Cost - Year 1 excluding VAT (to be carried over to Part 3)					

Operational costs in Part 2A and Part 2B include labour, equipment, and spares used to conduct the service. No additional claims will be entertained/accepted. All rates to exclude VAT.



AIRPORTS COMPANY SOUTH AFRICA

PART 2 C

	Rate items				
1	Tractor mowing per day (All-inclusive wet rate per day)	day			
2	Grass cutting team brush cutters per day (7 Cutters)	day			
3	Wood chipping per day (Wet rate including operator and 3 feeders)	day			
4	Bush clearing team per day (5 operators' all-inclusive rate)	day			
5	Tree felling team per day (all-inclusive rate)	day			
6	Full cover herbicide application (glyphosate or similar-based) per m2	m2			
	Reeds Removal				
7	Clearing of reeds to a depth of 400mm. Rates to include security needed to protect the Contractor	m2			
8	Removal of reeds biomass including loading.	m3			
9	Dumping cost of reeds biomass to an approved dumping site.	ton			
	Provision of Security Services				
10	PSiRA Grade C Armed Guard for remote areas	day			
11	PSiRA Grade C Unarmed Guard for remote areas	day			

ACSA continues to acquire pockets of land. For any other areas that are not covered under Part 2 A and Part 2 B, ACSA will use the rates requested in Part 2 C. These measurable activities that may be "as once of" or "additional tasks" will be priced as per the rates that will be provided in PART 2 C.

**Part 3 – Total costs Year 1 - Administrative plus Operating costs**

Cost description	Year 1 costs (excluding VAT)
Preliminaries and general costs. Part 1	
Operating costs (CTIA and Symphony Sites). Part 2 A	
Operating costs (Swartklip Site) . Part 2B	
Total Administrative plus Operating costs <i>(to be carried over to part 4)</i>	

Part 4 - 5 YEAR TOTAL COSTS

Annual Cost (excluding VAT)	Estimated escalation*	Annual	Rand value
Year 1	0%		
Year 2	6%		
Year 3	6%		
Year 4	6%		
Year 5	6%		
Total contract value for a 5-year contract, exclusive of VAT			
VAT at 15%			
Total contract value for 5-year contract inclusive of VAT <i>(to be carried to the Form of Offer)</i>			

For, price estimates the 6% CPI should be used in the table above. The actual CPI value to be used at the contract anniversary can be obtained at any reputable institution. Anniversary price adjustments will be influenced by CPI applicable for that particular year should it not be 6%, formula to calculate rates is provided under X1.1.

All rates to exclude VAT.

Work shall be done only through a Task Order, and only after a quotation has been submitted and approved.

Subject to mutual agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. Labour time shall be calculated for the time spent on site only.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment used to execute the work.

For all full-time staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names of staff to be involved with this contract.
- Proof of previous experience gained in the field.
- Staff must be in permanent employ of the company.
- Properly trained in category of work that he or she is required to perform.
- Medically fit to execute the duties as detailed in the work scope of the contract.

Supervisor

Literate, able to read, write, and speak in English. Competence in OHS Act regulations applicable to the work carried out. He/she must be competent in the scope of works required. Demonstrate understanding and working experience of the environmental regulations as set out in ISO 14000.

Labourer

- Understanding safety. Able to speak, write and read instructions in English.
- Previous work experience. Good Behaviour. No previous criminal records.

Mark-up (3rd party procured items/services)

Additional spares and specialised sub-contracted work may be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, engineering, and management.

Note that the Mark-up percentage below shall not be used for items already covered or included on the above price list, Mark-up percentage shall apply only on additional items not covered or included on the above price list.

VALUE OF ITEM OR SERVICE	MARK-UP PERCENTAGE (%)
R0 - R 5000	%
R 5001 - R10000	%
R10 001 - R50 000	%
Over R50 001	%

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	<i>This cover page</i>	
C3.1	<i>Description of Works</i>	46
C3.2	<i>Normative/informative references</i>	46
C3.3	<i>Scope of works</i>	47
C3.4	<i>Maintenance Specifications: Particular (Project Specifications)</i>	
C3.5	<i>Annexures To the Scope of Work</i>	
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

3. Description of the service

3.1 Executive overview

The objective is to maintain the serviceability of the infrastructure at Cape Town International Airport and its property holdings in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the maintenance of vegetation and bush and alien vegetation clearing on Cape Town International Airport property holdings.

The maintenance and control of vegetation is crucial in assisting with the control of bird species on airside. The vegetation clearance on either side of the perimeter fencing and gates play a major role in up keeping of high security levels within the aerodrome whilst also acting as firebreaks. The vegetation clearance on the airport airside perimeter fencing is a mandatory requirement by various regulatory bodies such as ICAO. The recently acquired Symphony Development and Swartklip Site land needs to be maintained in terms of invader control and vegetation to improve security of the area.

3.2 Normative/informative references

Parties using this document shall comply with the legislation and associated regulations listed in the below:

Conservation of Agricultural Resource Act, 1989 (Act No. 43 of 1989)

- National Environmental Management Act, 1998 (Act No. 107 of 1998)
- National Environmental Management: Biodiversity Act (NEMBA), 2004 (Act No. 10 of 2004)
- National Environmental Management: Protected Areas Act (NEMPA), 2003 (Act No. 57 of 2003)
- [National Environmental Management: Waste Act (NEMWA), 2008 (Act No. 59 of 2008)
- National Forests Act, 1998 (Act No. 84 of 1998) (List of protected Tree species)
- National Parks Act, 1976 (Act No. 57 of 1976)
- National Veld & Forest Fire, 1998 (Act 1998 (Act 101 of 1998)
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

3.2 Scope of Work

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the infrastructure at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environmental and aviation related legislation. The Contractor will be appointed directly by the Airports Company of South Africa.

Overview of the works

The Vegetation Management Strategy at Cape Town International Airport is that of predominantly grass cutting with selective use of herbicide on unwanted vegetation, covering both landside and airside.

Airports Company South Africa (ACSA) owns the Swartklip site situated approximately 2.7km southeast of Cape Town International Airport. This 509-hectare site consists of wetlands, dunes, critically endangered indigenous Strandveld Fynbos vegetation, along with heavy infestations of alien invasive vegetation species (Category 1b and Category 2 invader species Port Jackson and Rooikranz amongst others). Approximately 60 hectares is demarcated and fenced off as former Denel offices and warehouse.,

ACSA wishes to address immediate risks associated with alien vegetation, namely fire risk and damage to on site infrastructure, fire spreading to adjacent properties, trespassing to access firewood, security concerns, land invasions, damage to indigenous endangered vegetation and species, compliance, and reputational risk.

Extent of the Works

This strategy encompasses all vegetation control over the airport property which includes, but is not limited to:

Airside:

Runways, Taxiways, Strips, Inner field, navigational aid infrastructure (incl. lights, signage and buildings), perimeter fences, fire breaks and emergency landing strips including precincts outside perimeter fence etc.

Landside:

Roadways and reserves, lawns, ACSA buildings, retention ponds, undeveloped land including Symphony way, parking areas, security camps and electrical mini-substations.

Swartklip Site:

The site has a number of endangered and endemic plant species. To this end, contractors need to prevent damage to protected and endangered species by employing hand tools and limiting mechanical equipment where possible.

Alien species types and densities are recorded where applicable below in Figure 10 and Figure 11. Contractors are to use this information as a guideline to price works. (Note this information is not to be relied on as 100% accurate; prospective contractors need to ground truth to finalise costing). Contractors must also follow the works methodology in Figure 11 to determine costing.

3.3 Grass Cutting

Introduction

The vegetation management strategy at Cape Town International Airport has changed over the past few years from a predominantly chemical approach to a mechanical approach. This approach was implemented due to the negative effect of long-term herbicide use on the quality of grass cover as well as the fact that the original aim of the chemical approach was achieved. Signs of herbicide resistance in plants were also noted.

This change in the approach has over the course of a few years resulted in a significant reduction of most unwanted vegetation as well as a drastic improvement in turf quality. For this reason, the current mechanical approach will be continued in the next 60 months with chemical use limited to the selective application in areas where unwanted vegetation becomes problematic.

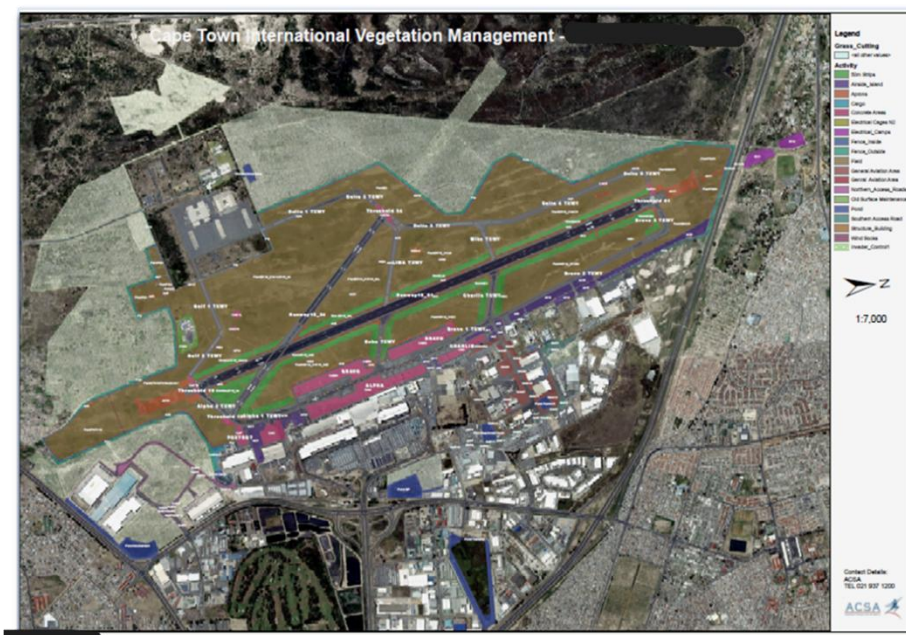
Grass growths and weed propagation take place mainly through the rainy winter season, and therefore the controlling activities must be planned and executed in the most effective manner according to the rain season.

Area Specific Scope of Work

The scope of work for this tender has been divided into two main areas namely the Landside and the Airside. Each of these has been subdivided into smaller management areas.

On the airside, **some areas can only be cut at night**. Others can be done during daytime and most areas need to be done with an ACSA escort present. In the area schedule **Annexure A**, area specific attributes will indicate whether an area must for example be cut during the day with or without and escort or at night.

Below follows a schedule of the different areas and their detailed scope of work:



Vegetation Maintenance Footprint

3.4 Airside

3.4.1 Aprons (Item 7)

The Aprons are those sections running adjacent to all runways and taxiways. Most of the aprons consist of runway lights and sign boards. The concrete Aprons makes contact with the asphalt. The scope therefore requires a much shorter cutting height and a monthly frequency to ensure that no lights or structures are obscured. It is also critical to maintain the edge of the grass to prevent any of the grass coming closer than 100mm from the asphalt. This can be done either chemically or mechanically or a combination of the two.

The prescribed cutting height is 25mm to 40mm. The cutting width varies from 3 metres on the taxiways to 12 metres on the main runway. See Annexure 2 for a map on the location and width of the aprons.

The total area classified as Aprons is 252 128m² or 25.21 hectares. The section that must be done during night shift totals 15755m² or 1.57 hectares. Generally, 3 nights per months are made available by ACSA to complete all scheduled night work.

3.4.2 Fifty Metre (50m) Strips (Item 5)

The Fifty Metre Strips are situated adjacent to the aprons and run along the taxi ways coming from the main airport building as well as along the main runway. The fifty metre strips have the same scope of work as the rest of the field but with more cutting cycles per annum. **The cutting height is 150mm to 200mm and 8 cycles per annum or as deemed necessary.** See Annexure 3 for a map on the fifty metre strips and related attributes.

All Fifty metre strips must be cut during the three days of night shift. Unwanted weeds and invader plants must be removed manually or by selective chemical treatment or a combination of the two. The fifty metre strips cover an area of **31 hectares**.

3.4.3 Field (Item 14)

Field areas form the majority of the grass cutting area and cover a total area of 225 hectares. **The cutting height is 150mm to 200mm but with only 5 cycles per annum or as deemed necessary.** Unwanted weeds and invader plants must be removed manually or by selective chemical treatment or a combination of the two.

It is critical to time cutting cycles to coincide with the flowering times of weeds so as to ensure that the inflorescence of perennial weeds is cut off before drying out. The reason for this is that the dry inflorescence of weeds tends to break off and blow over the airfield and unto security fences. These weeds must be identified and selectively cleared as an ongoing activity via mechanical or chemical means.

The most critical time of the year is from September to December. All Fields are cut during the day with the majority of the areas needing an airside escort.

3.4.4 Airside Islands (Item 6)

The Airside islands are situated along the western fence line. They consist of a number of small grass islands that must be cut on a monthly basis **or as deemed necessary**. These areas must be treated more like manicured lawns. The scope of work includes edging the grass on the kerbs **and mowing the grass at a height of 25mm to 40mm**. Any emerging weeds should be selectively treated by a chemical or manually removed.

The total area of the Airside Islands is 11.5 hectares of which 6.4 hectares needs to be cut during the 3 days of night shift.

3.4.5 Fence Inside (Item 12)

The grass areas on the inside of the fence are approximately 3 metres wide although the width does vary from area to area. There is a razor wire coil situated on top of the grass against the fence. During cutting, the razor coil must be moved to allow cutting underneath as well as against the fence.

The scope of work further includes edging the grass along the road with an overall cutting height of 100mm. Emerging weeds must be selectively treated with a chemical or manually removed. The fence must be chemically treated with a non- selective herbicide 150mm wide on the inside. The same will be done on the outside so that a total width of 300mm is kept free of vegetation.

Any tumble weed, other dry vegetation or papers must be removed from the fence on an ongoing basis. Certain times of the year, depending on wind and rain, this workload increases significantly and sufficient resources to cope with this must be available. Annexure 5 shows the location of the fence and areas to be cut on the inside as well as the outside. The frequency of cutting is monthly or as deemed necessary.



Figure 1 - Razor coil on the inside of the fence that must be removed prior to cutting.

3.4.6 Windssocks, ILS, Buildings and Structures (Item 27)

There are a number of smaller structures and buildings around the airfield. The grass around these structures must be cut on a monthly basis **or as deemed necessary** at a height of 25mm to 40mm. Grass must be edged where it makes contact with roads or kerbs. Refer to Annexure 2 for the locations.

3.4.7 Bravo Boarding Gates Garden (Item 2)

There are gardens on Bravo boarding gates that need to be maintained. The gardens need to be trimmed and pruned and frequency of this maintenance is to be every second month.

3.4.8 Old Surface Maintenance (Item 17)

Area on the eastern northern side of the airfield and covers a total area of 1,51 hectares **The cutting height is 150mm to 200mm but with only 4 cycles per annum or as deemed necessary**. Unwanted weeds and invader plants must be removed manually or by selective chemical treatment or a combination of the two.

3.5 Landside

3.5.1 Fence Outside (Item 13)

On the outside of the fence the grass is cut 15 metres wide and doubles up as a security patrol route and fire break. Just like on the inside, non-selective chemical control must be done 150mm wide against the fence. Grass must be cut 100mm high. Emerging weeds and invaders must be selectively eradicated either by chemical or manual means. There are 4 cycles per annum, **or as deemed necessary**, which will take place during February, May, August and November. Refer to Annexure 2.



Figure 2 - 15 metre Fire break on the outside of the fence.

3.5.2 Electrical Camps and Electrical Cages (Item 10)

The Electrical Camps are situated south of the N2 and consist of several landing lights that are fenced off in large camps. The scope of work includes the cutting of grass 100mm high and eradicating weeds and invaders selectively by chemical or mechanical means. The outside of the fence must be cut 2 metres wide.

There are 4 planned cycles every year, or as deemed necessary.

The electrical cages are situated on either side of the N2 and just off the N2. They are large steel enclosed cages that must be kept entirely free of vegetation.

3.5.3 Southern Access Roads (Item 25)

The Southern Access roads are situated in Beechcraft Road and start from the corner of Michigan Street on both sides of the road in a southern direction and includes the first section of Tower Rd that turns right out of Beechcraft Road.

The scope of work includes the edging of the grass along the kerbs, cutting of the grass to a height of 25mm to 40mm and applying a non-selective herbicide 150mm wide on the outside of the fence. The same will be done on the other side of the fence so that a total of 300mm along the fence are free from vegetation. Emerging weeds and invaders must be selectively eradicated either by chemical or manual means.

Papers must be collected on an ongoing basis to ensure that the area always looks clean.

The frequency of maintenance is monthly throughout the year, 12 cycles in total or as deemed necessary.

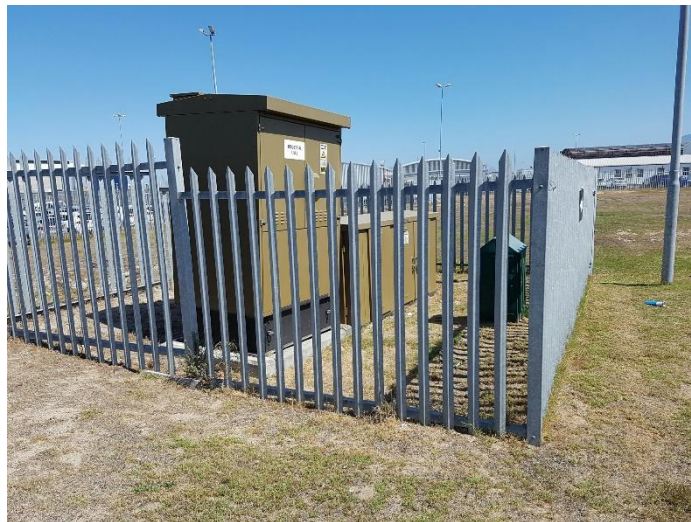


Figure 3 - Electrical Camp situated on the Southern Access Routes



Figure 4 - Southern Access routes showing kerb and fence that must be maintained.



Figure 5 – Close-up of the fence on the Southern Access Routes that must be sprayed with a non-selective herbicide.

3.5.4 General Aviation Area (Item 15)

The General Aviation Area (GAA) are situated in Beechcraft Road and is entered via the Foxtrot 5 Gate.

The scope of work includes the edging of the grass along the kerbs, cutting of the grass to a height of 25mm to 40mm and applying a non-selective herbicide 150mm wide on the outside of then fence. The same will be done on the other side of the fence so that a total of 300mm along the fence are free from vegetation. Emerging weeds and invaders must be selectively eradicated either by chemical or manual means.

Weeds around the tenant building must be spot sprayed on a monthly basis.

The frequency of maintenance is monthly throughout the year, 12 cycles in total **or as deemed necessary**.

3.5.5 Northern Access Roads (Item 16)

The Northern Access roads starts in Bahrain Drive just off Borchers Quarry Road

The scope of work includes the edging of the grass along the kerbs, cutting of the grass to a height of 25mm to 40mm. The following guidelines can be used but refer to the map, Annexure A for more detail on which areas must be cut as part of the scope of work. The areas adjacent to large fields must be cut 5 metres wide from the edge of the road. Along fences, grass must be cut 2 metres wide. Emerging weeds and invaders must be selectively eradicated either by chemical or manual means. Areas forming small traffic islands must be completely cut and edged.

The frequency of maintenance is monthly throughout the year, 12 cycles in total **or as deemed necessary**.

3.5.6 Ponds(Items 18-24)

The primary purpose of the ponds is water reticulation during periods of heavy rain. The water in the ponds will therefore build up and then, through the drainage pipes, is released gradually into the storm water system. The capacity of the ponds was calculated to cope with the storm water of the surrounding area. It is therefore critical to ensure first of all that water is free flowing from the inlet to the outlet to ensure proper drainage. The inlets and outlets are therefore on a monthly maintenance cycle and must be cut clean. Where there are concrete structures surrounding the inlets and outlets, these must be kept entirely free from vegetation or any silt build up.



Figure 6 - Inlet and outlet of the Beechcraft Road Pond that must be kept free flowing.



Figure 7 - Inlet and outlet at the Foxtrot 5 pond.



Figure 8 - Close-up of the inlet and outlet at Foxtrot 5 pond.

The rest of the pond area must be cut on a three monthly cycle. Any emerging weeds, including reeds and bulrush must be eradicated.

The Transnet (ACSA) pond has a slightly different scope in that it also performs a water filtration function. The majority of the pond is covered in reeds and bulrush. The scope of this contract therefore requires that the inlets and outlets are maintained the same as the rest of the ponds but only the embankments and areas up to the fence line must be cut every three months **or as deemed necessary**.



Figure 9 - Inlet at the Transnet Pond. Note the first 50m after the inlet is kept free from vegetation to assist with water flow.



Figure 9(a) : Overgrown Reeds inside the POND

Most of the ACSA Ponds are covered in reeds and bulrush. When deemed necessary the reeds inside the ponds will be removed. The contractor will be required to clear and remove the reeds with an estimated depth of 400mm. The contractor will be required to remove the reeds biomass to an approved dumping site alternatively to ACSA land approved by Service manager.

3.5.7 Symphony Way (Item 4)

The footprint of vegetation maintenance at CTIA has additional areas.. The recently acquired Symphony Way development which is the area shaded in brown in the illustration below is an additional area that is to be part of the scope of this contract. These areas, as indicated on the map must be kept free from any emerging invader trees and shrubs. All indigenous vegetation must be left intact.

The scope of work will include the invader control of the areas as well as maintenance of the grass in proximity to the boundary fencing. Invader control can be mechanical or chemical or alternatively a combination of both. Bush clearing of alien vegetation will also be required. All indigenous species is to be left intact. These areas are to be maintained on a quarterly basis resulting in 4 cycles on the programme. Maintenance cycles may be reduced to **as and when required**.



Table 1

	Work Method	Equipment	Herbicide & Percentage
Species			
<i>Rapistrum rogosum</i>	Cut, hand pull	lopper	
Wild mustard	Stack in heaps		
<i>Echium plantegenium</i>	Cut, hand pull	lopper	
Patterson's curse	Stack in heaps		
<i>Acacia saligna</i>	Cut stump, apply herbicide	Chainsaw, handsaw, lopper	Triclopyr 3%
Port jackson	Stack in heaps and rows		
<i>Euphorbia heliscopia</i>	Cut, hand pull	lopper	
Milkweed	Stack in heaps		
<i>Verbena bonariensis</i>	Cut, hand pull	lopper	
Purple top	Stack in heaps		
<i>Ricinus communis</i>	Cut stump, apply herbicide	Chainsaw, handsaw, lopper	Triclopyr 2%
Castor oil	Stack in heaps and rows		
<i>Malva parviflora</i>	Cut, hand pull	lopper	
Small mallow	Stack in heaps		
<i>Acacia cyclops</i>	Cut stump	Chainsaw, handsaw, lopper	
Rooikrans	Debranch stack in heaps and rows		
Eucalyptus spp	Cut Stump, apply herbicide	Chainsaw, Lopper, handsaw	Imazapyr 12.5%

Wild mustard

To be hand pulled with roots, bag immediately you hand pull it to restrict the spread of seed. If cannot hand pull to be cut with loppers below ground

Patterson's curse

Hand pull, bag immediately after you hand pull it to restrict the spread of seed. Remove from site

Acacia saligna

Cut as close to the ground as possible, apply herbicide to cut stump, stack in heaps or rows OR remove from site

Milkweed

Must have proper PPE, it has a milky substance in it, and once it gets in contact with the eye it can cause damage. Have to use rubber gloves that you will wash after hand pulling it. If cannot hand pull, cut with loppers below ground. Bagged and remove from site.

Purple top

To be hand pulled with roots. Bagged and remove from site. If cannot hand pull to be cut with loppers below ground

Castor oil

Cut as close to the ground as possible, apply herbicide to cut stump, debranch and stack in heaps or rows OR remove from site.

Small mallow

To be hand pulled with roots. Bagged and remove from site. If cannot hand pull to be cut with loppers below ground.

Rooikrans (*Acacia cyclops*)

To be cut as close to the ground as possible, debranch stack in heaps and rows OR remove from site

Gum spp

To be cut as close to the ground as possible and apply herbicide and cut into small logs. Debranch and stack in heaps or rows OR Remove from site

3.5.8 Old Staff parking (Item 3)

The area opposite the intersection of Tower Road and Ring road and covers a total area of 1 hectare. The scope of work includes the cutting of grass 100mm high and eradicating weeds and invaders selectively by chemical or mechanical means. The frequency of maintenance is 6 cycles per annum in total **or as deemed necessary**

3.5.9 Thunder City (Item 1)

The area is situated next to power and lighting and covers a total area of 3 hectares. The scope of work includes the cutting of grass 150mm to 200mm high and eradicating weeds and invaders selectively by chemical or mechanical means. The frequency of maintenance is 6 cycles per annum in total or as deemed necessary.

3.5.10 Swartklip Site

3.5.10.1 Fire Breaks, Security Patrol and Access Routes

Security patrol routes are outlined in Figure 10. These routes are based on pre-existing routes and natural boundaries and provides extensive coverage to the entire site. This will allow much improved line of site patrolling, access and visibility. The contractor is required to clear vegetation on and alongside these routes, a minimum of 5 meters on either side of the patrol route centre line to enable vehicle access.

Fire breaks (historical, existing, and required) are also outlined in Figure 10, many of which overlap patrol routes. A buffer of 10 meters is required on either side of the firebreak centre line to allow access to large vehicles / fire tenders.

Fire breaks should be completed prior to commencement of clearing high density alien vegetation stands.

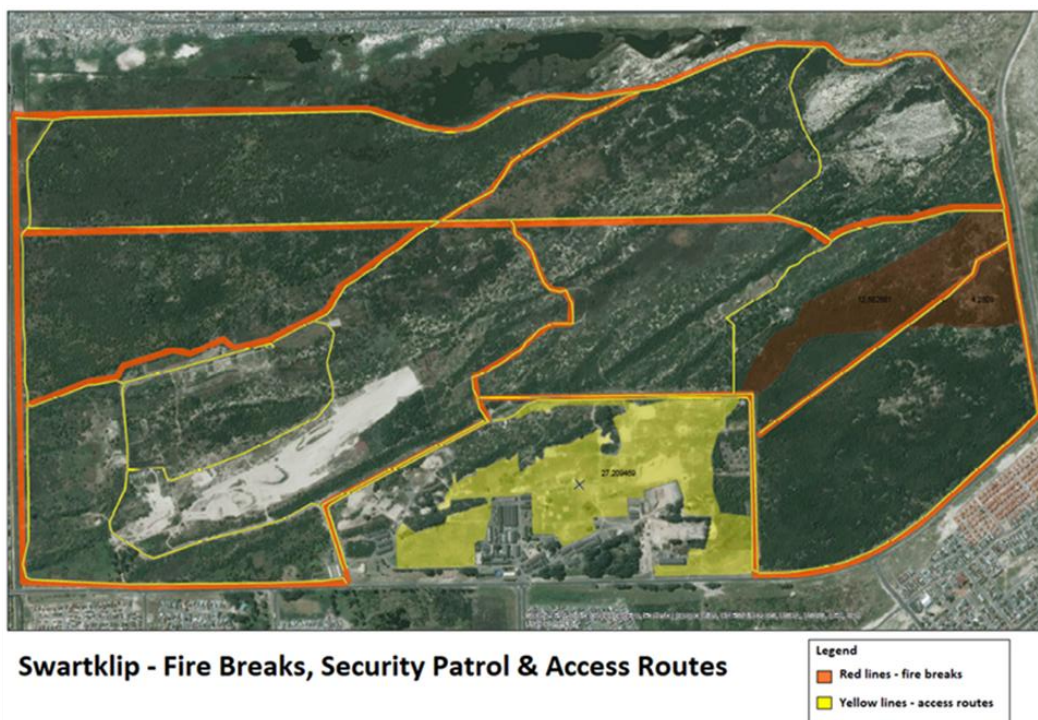


Figure 10: Fire Breaks, Security Patrol and Access Routes

3.5.10.2 False Bay College and ACSA Visitor's Centre

Area A on Figure 11 includes buildings used by False Bay College and ACSA. There is a risk of fire spreading to buildings on this site; all alien vegetation needs to be cleared from this precinct.

All other demarcated grass areas should be cut when deemed necessary. Grass should be cut to a maximum height of 50mm. Edges on roads, kerbs and gardens as well as trimming around trees and other structures should be cut at the same time as the rest of the cutting. Grass clippings can be left on site.

3.5.10.3 High Density Alien Stands

Areas B and Area C on Figure 11 are highly infested, specifically **with Rooikranz and Port Jackson**, and are attracting wood cutters and criminal activities into the area. These stretches have been identified as priority clearing areas.

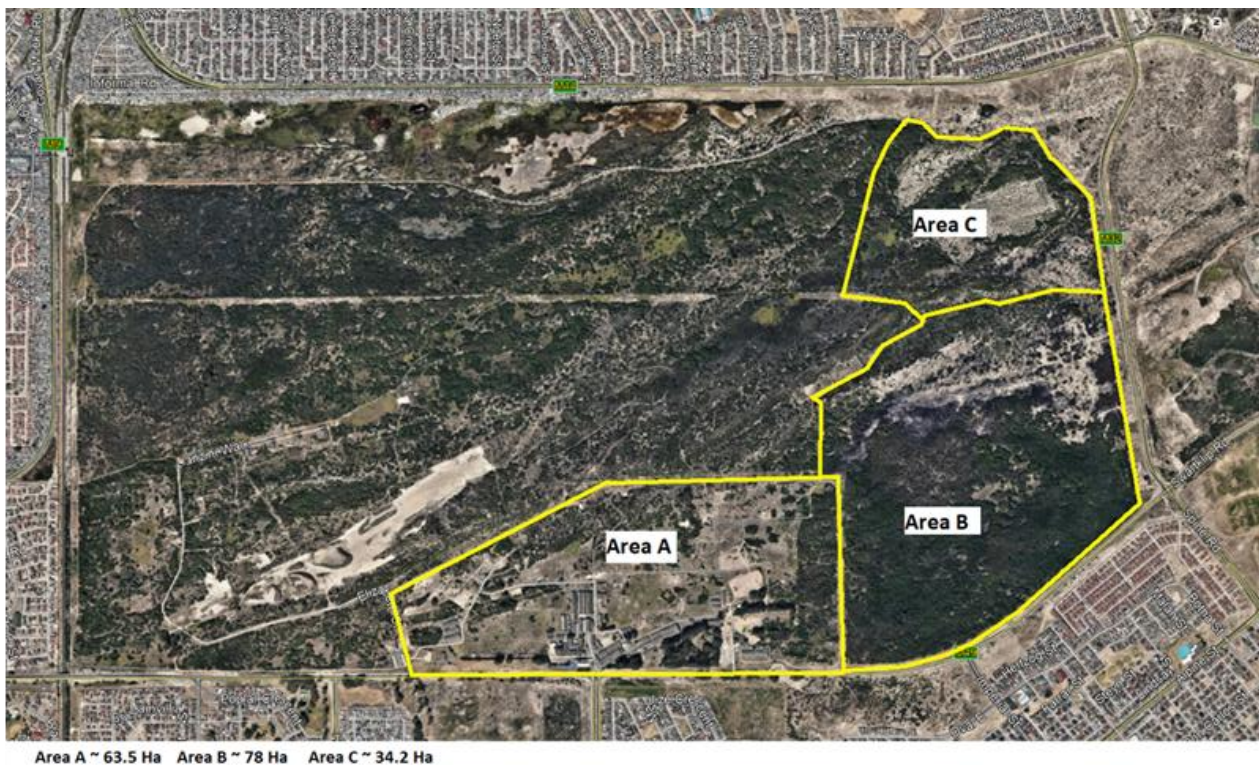


Figure 11: False Bay College, ACSA Visitor's Centre and High-Density Alien Stands

Table 2 read in conjunction with Figure 11

Area B	Seedlings	Young	Mature	Extent	Work Method
	D <1cm: H < 40cm	D1- 5cm: 40cm - 1m	D > 5cm H >1m		
Species					
Acacia Saligna (Port Jackson)		5%	40%	45%	Cut stump, apply herbicide, stack in heaps/ rows
Acacia cyclopes (Rooikrans)		4%	46%	50%	Cut stump, stack in heaps/ rows
Echium plantegenium			0.5%	0.5%	Hand pull, bag and remove
Eucalyptus gompocephala (Gum/ Eucalyptus)			0.5%	0.5%	Cut stump, stack in heaps / rows, apply herbicide
Myoporum tenuifolium (Manotoka)		0.5%	0.5%	1%	Cut stump, stack in heaps / rows, apply herbicide
Rapistrum rogusum (Wild mustard)			0.5%	0.5%	Hand pulling, bag and remove
Schinus terebinthifolius (Brazilian pepper tree)			0.5%	0.5%	Cut stump
Overall density				98%	

Area C	Seedlings	Young	Mature	Extent	Work Method
	D <1cm: H < 40cm	D1- 5cm: 40cm - 1m	D > 5cm H >1m		
Species					
Acacia Saligna		1%	39%	40%	Cut stump , apply herbicide, stack in heaps/ rows
Acacia cyclopes		1%	49%	50%	Cut stump, Stack in heaps/ rows.
Eucalyptus gompocephala			0.5%	0.5%	Cut stump, apply herbicide, stack in heaps/rows
Myoporum tenuifolium			0.5%	0.5%	Cut stump, apply herbicide, stack
Overall density				91%	

3.5.10.4 Swartklip Invader Management

The density of alien invaders is mapped and quantified within each management unit. The four categories of density are sparse, light dense, medium dense and heavy dense. There are no set definitions of these categories in the industry. But they give a broad indication of where the biggest challenges on the property occur.

All trees must be cut to no higher than 100mm from ground level. Stumps must be treated within 30 minutes from cutting with a registered herbicide. A registered Pest Control Operator with the department of Agriculture must be present during herbicide application.

Biomass must be removed from site. Alternatively, biomass may be chipped and spread on site. No biomass may remain within fire breaks.

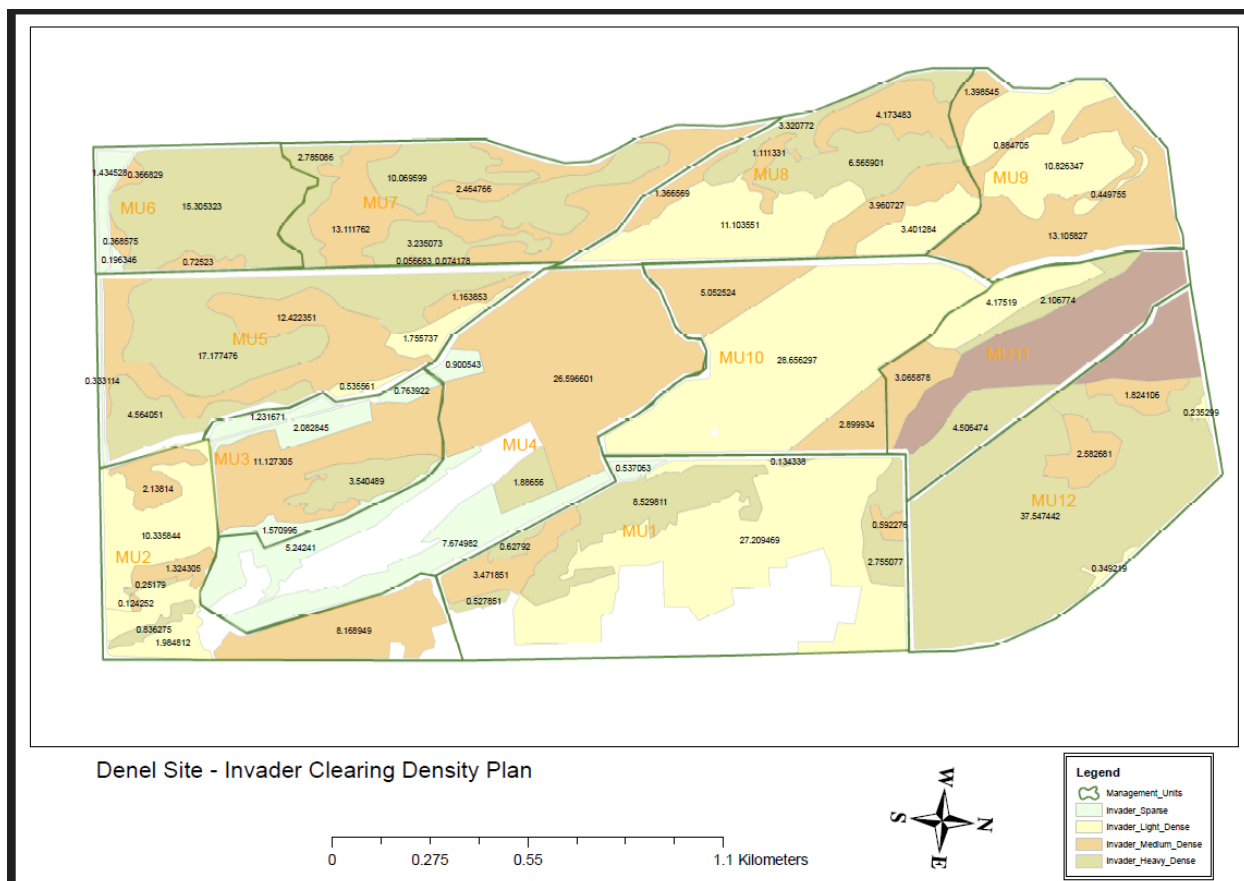


Figure 12: Density Schedule of Management Units

3.5.10.4.1 Swartklip Invader Management

The below density schedule indicated the approximate densities of the vegetation per management unit. It is grouped into 4 main categories:

- Sparse density
- Light density
- Medium density
- High density

Initial Clearing - Cut 100mm from ground level, treat with herbicide and chip on site					
Density →	Sparse Density	Light Density	Medium Density	High Density	Total per MU
Management Unit ↓	ha	ha	ha	ha	ha
MU1	0.537	27.21	4.06	12.57	44.377
MU2	0	12.32	11.755	1.09	25.165
MU3	5.65	0	11.12	3.54	20.31
MU4	13.81	0	26.59	1.88	42.28
MU5	0.33	2.3	13.586	21.74	37.956
MU6	1.63	0	1.46	15.3	18.39
MU7	0	0	15.7	16.09	31.79
MU8	0	14.5	10.61	9.88	34.99
MU9	0	11.276	15.39	0	26.666
MU10	0	28.65	7.95	0	36.6
MU11	0	4.17	3.06	6.61	13.84
MU12	0	0.58	4.4	37.54	42.52
Sub-Total per density	21.957	101.006	125.681	126.24	374.884

Figure 13: Management Units Sizes in Hectare (Ha)

The initial clearing should be done according to the specification provided. There should be at least two follow-up treatments forming part of the initial programming. The follow-ups should be scheduled for approximately 6 to 8 weeks from the previous intervention. Densities will change as follow-ups are implemented.

Once the initial clearing and first two follow-ups have been completed, the maintenance phase should commence. The frequency of the maintenance should be planned for at least every three months or when deemed necessary.

3.5.10.5 Beneficiation / Local Labour

ACSA has been working with the communities adjacent to the Swartklip Site over the past few years. Due to the project site location (between Mitchells Plain and Khayelitsha), it is critically important that job creation, skills development and enterprise development opportunities which may arise from this project, be prioritised and sourced for community members who live within a 5km radius from the project site.

3.5.10.6 General requirements with respect to herbicides

- All precautionary measures as specified by the manufacturers of herbicides used MUST be complied with. Material Safety Data Sheet (MSDS) must be provided and kept on site where works take place.
- Herbicide with a persistent dye is to be applied immediately after cutting/felling. This herbicide must be used in conjunction with a wetting agent. Low oil content wetting agents are preferable.
- Herbicide mixing and refilling of knapsacks will be done in areas designated by ACSA to ensure no damage to vegetation or contamination of watercourses or soil. The use of a drip tray will be required for all refilling and mixing of herbicide.
- All herbicide containers are to be kept on a suitable ground sheet and away from direct sunlight. All used herbicide containers must be disposed of in the manner specified as per the supplier specifications.
- The mixing of herbicide is to take place on the same day that it will be applied.
- Only an amount sufficient for use that day should be mixed as the active ingredients in the herbicide deteriorate rapidly.
- No herbicide mixture mixed on a previous day should be used for application to alien vegetation, as it will not be effective.
- Contractor must provide proper herbicide applicators.
- All herbicide mixture used must contain appropriate dye for identification of finished areas.
- No spraying is to occur in windy conditions where there is a danger of contamination of indigenous areas.

3.5.10.7 General Works Methodology

- The prospective contractor is to ensure that they clean the work areas on a daily basis, to prevent the theft of the wood and risk of fires.
- The contractor needs to make allowances for his/her own security.
- The contractor is to conform to all site-specific security procedures as it relates to access and egress, and general security best practice.
- Contractor staff must be easily identifiable, wearing reflective vests with contractor identification.

3.5.10.8 Employment of Security Personnel

For any remote sites, **where and when is deemed necessary**, the Tenderer shall provide sufficient security to adequately ensure the safety and protection of the works, the Tenderer's employees and all plant and equipment.

Site security, in conjunction with SAPS (where necessary), shall be responsible for the removal of disruptive elements that may interrupt the progress of the works through acts such as, but not limited to, intimidation, threats, violent behaviour, or criminal and illegal activity which may be carried out by the local community or independent organisations or entities.

All security staff employed by the Tenderer on behalf of the ACSA CTIA or at any ACSA CTIA property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be submitted to ACSA service manager whenever the security personnel is in duty. made available to the CTIA, upon request.

All associated costs with the above requirements shall be deemed to be included in the tendered rate and no additional payment shall be made in this regard.

4. Trees

FORMATIVE PRUNING AND CUTTING

Minimal formative pruning is to be carried out under the direction of Airports Company South Africa. Ensure that all dry branches, stems and beds around the trees be trimmed and cleared. Encroaching branches and stems to be trimmed back 1,5m from any infrastructure i.e., buildings, fences, roads. The soil to be turned and kept neat at all times. Remove all debris from site.

Trees that are overgrown in various zones to be cut upon instruction by the service manager and billed as per BOQ attached.



Figure 14: Pruning of trees in the Flight path - 10km radius around CTIA.

5. Invader Control

The **large unoccupied land sections on the northern and eastern side of the airport** forms part of the scope of work of this contract. These areas, as indicated on the map must be kept free from any emerging invader trees and shrubs. All indigenous vegetation must be left intact. Invader control can be done either chemically or manually or a combination of the two. Any herbicides used must be registered products and application methods must be done in line with requirements from the Department of Agriculture and supplier recommendations.

Additional areas like the Old staff parking, Symphony Way and the Emergency landing strip have been included. All areas have been programmed with 6 cycles per annum or **as deemed necessary**.



Figure 15 - Typical view of invader management areas. Most of the area consists of pioneer grass species and some fynbos. Invaders are currently managed on a monthly basis.

a. Herbicide Application

In addition to the **ad hoc and selective use** of herbicide on most grass cutting areas, there are specific areas on the airside managed by herbicide only. These areas are known as the Concrete areas. They consist of large concrete slabs with expansion grooves prone to unwanted vegetation growth. These areas must be spot treated with a non-selective herbicide to ensure that they are kept free from vegetation at all times.

The service will be required on a monthly basis, 12 cycles per annum or as deemed necessary.

All work done on the Concrete areas are done during the night shift in the presence of an escort.

b. Conditions of handling herbicide

- According to the legislation a registered Pest Control Operator must be present at the site of application. *“Any person who for reward OR in the course of a business, industry or trade uses an agricultural remedy must register as a Pest Control Operator in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983.”*
- Suitable absorbent material such as fine dry sand/soil and cleaning equipment must be available to handle accidental spillage,
- In the case of spillage, the spill must be contained immediately and cleaned up with absorbent material. The contaminated material should then be disposed of at an ACSA approved dump site.
- Spray mixtures must be kept in leak-proof, non-spill containers.
- Containers must stand on suitable absorbent material, e.g. a large piece of Hessian sack that will absorb minor drips, out of direct sunlight in a cool place.
- Containers must be kept at least 20m away from water bodies.
- The area where the containers are kept in the field must be clearly demarcated.
- Filling sites should be selected to prevent damage to desirable vegetation and to enable spillage to be cleaned up and disposed of.
- Application equipment and containers should not be cleaned on site but at a suitable designated area.
- Product, spray mixtures and equipment must not be left unattended where there is a danger of theft or abuse
- Due regard must be paid at all times to the health and safety of the public
- Public should be kept out of operational areas where any hazards exist. Warning notices must be displayed to this effect where necessary.
- Herbicides must only be applied strictly according to label recommendations.
- Vegetation control operation will be carried out in a riparian situation which is regarded as environmentally sensitive. In order to minimise the impact of the operation on the natural environment the following must be observed:
 - Area contamination must be minimised by careful and accurate application with a minimum amount of herbicide to achieve good control.
 - All care must be taken to prevent contamination of any water bodies. This includes due care in storage, application, cleaning of equipment, and disposal of containers, product and spray mixtures.
 - Coarse droplet nozzles should be fitted to avoid drift onto neighbouring vegetation.
 - Leaking sprayers or sprayers not applying correctly must be withdrawn until repairs have been carried out.
 - Dye must be added to all applications for stump treatment where the product has no built in dye, to ensure that no target species are missed and plants are correctly treated.
 - Applications must not be carried out under unfavourable weather conditions that could affect the control obtained or endanger nearby desirable vegetation, water bodies, or personnel.
- The following conditions must be taken into consideration, depending on the method of application:
 - ❖ Application to wet plants
 - ❖ Threatening rain
 - ❖ Wind conditions
 - ❖ Hot, dry conditions.

- The contractor shall be liable for settlement of all and any claims of whatever nature made to ACSA which may arise as a result of the mis-application of herbicide.
- The contractor shall ensure that his/her staff to behave in an exemplary manner and are neatly dressed so as not to bring the good name of ACSA into disrepute. The contractor's staff is to be provided with distinctive overalls or uniforms bearing the contractor's name.

c. Total Control Herbicides

An annual treatment of all paved surfaces, fences, buildings, signs and navigational infrastructure with Total Control Herbicides must be completed across the airport property in September of each year. In general a 1m perimeter around all infrastructures must be treated, except for landside road reserves which require a 25cm application alongside the paving and runway / taxiway edges which require a 1m (of which 30cm is on the paved surface). The glide path reflector pad (gravel area) on either end of Runway 01/19 must be treated in its entirety.

d. Scheduling and Management

A full maintenance plan will be established as part of the existing Outage / Maintenance Plan currently operated by the Maintenance and Engineering Department.

Further a 3-monthly inspection must be conducted by the contractor. This will be audited by a representative of the Surface Maintenance Department. Following each inspection the contractor is to provide the employer with a detailed report outlining specific concerns that require a decision to be taken before remedial work is undertaken also planned work for the months following the inspection.

Apart from the rates provided in the Activity Schedule; the Contractor is expected to provide a Fixed Price to manage Cape Town International Airport's Vegetation Management Strategy taking into account the size of the infrastructure and the rate of frequency at which maintenance is to take place. The quantities provided are as a guide for pricing due to the Airport's changing environment. Before actual works take place the contractor will be required to verify the actual areas.

6. Definitions

Pesticides: A chemical substance (which may or may not be mixed with other substances) used for the destruction of an organism detrimental to man or to his interest. The word clearly has a very wide meaning and includes a number of other terms (e.g. insecticides, fungicides, herbicides, rodenticides, bactericides, miticides, nematocides, molluscicides) which indicate the organism or pests a particular chemical or class of chemicals is designed to kill. Since different types of chemical agents are used for these general classes, it is usually advisable to indicate the particular category of pesticide.

Herbicide: A chemical substance or cultured biological organism used to kill or suppress the growth of plants

Systemic Herbicides are trans-located through the plant, either from foliar application down to the roots, or from soil application up to the leaves. They are capable of controlling perennial plants and may be slower acting but ultimately more effective than contact herbicides.

Glyphosate (N-(phosphonomethyl) glycine) is a non-selective [systemic herbicide](#), absorbed through the leaves, injected into the bole, or applied to the stump of a tree, used to kill [weeds](#), especially [perennials](#) and broadcast or used in the cut-stump treatment as a forestry herbicide.

Triclopyr is a systemic, [foliar herbicide](#). It is used to control broadleaf weeds while leaving grasses and conifers unaffected. Triclopyr is unusually effective on woody plants and is used for brush control in rights of way and defoliation of wooded areas.

Pre-emergent herbicides: are applied to the soil before the crop emerges and prevent germination or early growth of weed seeds.

Post-emergent herbicides: are applied after the crop has emerged.

Alien species:- A species that is not an indigenous species; or an indigenous species translocated or intended to be translocated to a place outside its natural distribution range in nature, but not an indigenous species that has extended its natural distribution range by natural means of migration or dispersal without human intervention (National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)).

**CTIA Vegetation Management Scope of Work
Night Work**

Legend:

- Vegetation Management
- Night Work
- Day Work
- Grass
- Shrub
- Tree
- Water
- Roadway
- Building
- Other
- Unlabeled

Contact Information:
Mr. James C. Longmire, Chief, Office of
Public Safety, CTIA

Date: 2017/09/24

MAINTENANCE SPECIFICATION

The maintenance activities include the following:

Preventative maintenance, defined as any planned overhaul, replacement, inspection or tests conducted with the purpose of preventing specifically defined failures through maintaining the condition of the infrastructure or assessing its condition for the purposes of corrective maintenance.

Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before the failure occurred.

Breakdown maintenance is defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the infrastructure.

Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

MANAGEMENT

Management of the works

Particular / generic specifications

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

In addition, all work shall be carried out in accordance with prevailing industry norms and best engineering practice as well as OEM requirements.

Planning and programming

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

Methods and procedures

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

Assisting with emergency repairs

Re-scheduling of work to accommodate other contractors

Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems

Checking on other contractors in order to reduce risk

Pointing out services to consultants or other contractors

Providing access to other contractors

Attending co-ordination and planning meetings

Removing rubble and/or equipment from site

Training of ACSA operators and/or technicians

Providing of system data to ACSA or it's consultants

Recommending improvement on maintenance procedures

Co-operating with ACSA Security relating to security initiatives

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, health and safety, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The Contractor shall not submit claims for payment for attending any of these meetings.

Electronic payments

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time.

Equipment, Spares and Materials: It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials.

Safety and Housekeeping: Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CIA). It is the Contractors responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

With reference to the OHS ACT it will be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

Maintenance history: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report. On request from ACSA the contractor shall submit a preliminary failure report on any breakdown incident within 24 hrs of the occurrence and thereafter submit a final report on the incident within 1 month. The report should include the following:

1. Details of the Incident
2. Executive summary
3. Sequence of Events
4. Findings
5. Root cause
6. Contributory causes
7. Recommendations/Actions

Continual improvement: This contract encourages the analysis of maintenance trends to identify deficiencies and implementation of improvement actions.

Interpretation and terminology

1. Definitions

In this contract the following words and expressions shall have the following meanings:-

1.1 "ACSA" - means the Airports Company South Africa, a company registered in accordance with the laws of the Republic of South Africa with registration number - 1993/004149/06

1.2 "Contract" - means the written agreement entered into between ACSA and the Contractor, on or about (Contract Reference CTIA RFQ – Management and Maintenance of Vegetation and Bush clearing services), as amended, varied, restated, novated or substituted from time to time.

1.3 "Contractor" - means a company registered in accordance with the laws of the Republic of South Africa with a valid local registration number.

1.4 "Carriageway and Freeway" - The carriage way or freeway shall also mean the asphalt surface area of the runways, taxiways and the concrete aprons.

1.5 "General Conditions of Contract" - Omit from second line the words 'National and Provincial' and add to third line after works as prepared by Committee of Land Transport Officials (COLTO).

1.6 "Road Prism" - The road prism shall also mean the prism of the runways, taxiways, and aprons.

1.7 "Shoulder" - In the case of runways, taxiways and aprons, the shoulder is the portion of the runway, taxiway or apron adjacent to the pavement layers.

1.8 "Airport" - An airport is the ground area including the buildings, which are used partially or as a whole for the landing, take-off or ground movements of aircraft.

1.9 "Runway" - A runway is the area normally used by aircraft for landing and take-off.

1.10 "Taxiway" - A taxiway is the area normally used by aircraft for movements between the runway and the apron, and includes inactive runways used for other purposes.

1.11 "Threshold" - The threshold is the beginning of that portion of the runway used for the take-off and landing of aircraft and thresholds may temporally be displaced. The clearway is the area beyond thresholds.

1.12 "Airside" - The airside of the airport is the Security controlled area where movement of aircraft takes place. For the purpose of this contract, access to the airside is through the contractor's gate.

1.13 "Landside" - Is the area of the airport to which the public has unrestricted access.

1.14 "Apron" - The apron of an airport is the hardened area used for the parking of aircraft and where passengers normally board or disembark cargo is loaded onto or from aircraft and refuelling or aircraft maintenance takes place.

1.15 "Control Tower" - The building used by personnel when controlling aircraft and vehicle traffic on the airside of the airport.

1.16 "Runway and Taxiway Strip" - It is the area adjacent to the runway extending to 75m on either side of the centre line of the runway and 47.5m from the centre line on the taxiway.

1.17 "Movement Area" - That part of an airport to be used for the surface movement of aircraft, including manoeuvring areas and aprons.

1.18 "Markings" - Symbols, lines, words and figures displayed on the surface of a movement area, or special visual distinguishing features added to vehicles.

1.19 "Perimeter Road" - A road within the airside to facilitate travel of vehicles to various areas and to remain clear off the manoeuvring areas.

1.20 "Restricted Area" - A part of an airport designated by notices posted by the airport manager, access to which is restricted to persons holding an authorised identification card valid for that part of the airport.

1.21 "Vehicle" - Any self-propelled ground surface vehicle or mobile equipment (including specialised aircraft servicing vehicles and ramp equipment).

1.22 "Approve Issuing Authority" - An organisation approved by the airport manager to issue airport security permits and airside vehicle permits.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CTIA	Cape Town International Airport
ICAO	International Civil Aviation Authority
SANS	South African National Standards
CAA	Civil Aviation Authority
NKP	National Key Point
RWY	Runway
TWY	Taxiway
RESA	Runway End Safety Area
ILS	Instrument Landing System

Management strategy and start up.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly. Date and time upon agreement	CTIA	Employer, Contractor
Overall contract progress and feedback	Monthly. Date and time upon agreement	CTIA	<i>Employer</i> and <i>Contractor</i>

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

All meetings shall be recorded using minutes or a 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.

Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogram from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing requirements at all times. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall at all times remain responsible to ensure that the on-site complement and is sufficient to maintain the required service levels.

The Contractor will ensure that his/ her staff taking sick leave, paid leave and will allow for all staff related eventualities.

Provision of bonds and guarantees

N/A

Documentation control

All contractual communication will be in the form of formal letters or forms attached to e-mails and not the as a message in the e-mail itself.

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

Invoicing and payment

Within one week of completion the tasks, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* approved quotation.

The *Contractor* shall address the tax invoice to

Airports Company South Africa SOC Ltd
Cape Town International Airport
Private Bag X9002
Cape Town
WP
7525

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number **_4930138393_**;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Invoices shall be submitted as an original hard copy or an electronic copy

Contract change management

N/A

Records of Defined Cost to be kept by the *Contractor*

N/A

Insurance provided by the *Employer*

Refer to ACSA Insurance Clauses C1.4: ACSA INSURANCE CLAUSES

Training workshops and technology transfer

Permits

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

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

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

Design and supply of Equipment

N/A

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

Equipment

N/A

Information and other things

N/A

Management of work done by Task Order

Duties of Contractor

The duties and responsibilities of the Contractor shall be as follows:

1. Preparation of a preventive maintenance programme to the Employer's approval in addition to those specified in the scope of work.
2. The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as specified on a maintenance work order.
3. Programming and planning of maintenance work to avoid hampering with airport operations.
4. Attendance at maintenance co-ordination meetings.
5. Preparation of preventative maintenance reporting and corrective or breakdown maintenance report.
6. The holding of all materials necessary for the effective maintenance
7. The Contractor shall have available for all maintenance the equipment necessary including the minimum special equipment, e.g. welding equipment, electricity generator, grinders, drilling machinery, etc.
8. Reliability reporting as agreed with the Employer.
9. The Contractor shall deliver all services within the service levels stipulated in this maintenance contract or where Bided for better service levels at the service level stipulated in the Bid submission.
10. Conducting of all necessary tests
11. Expediting of work.
12. Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.

13. Attendance at meetings from time to time with the Employer in order to discuss services that require clarification or action.

14. Direction and monitoring of specialist Sub-contractors.

15. The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.

16. The motivation of all tests and inspections required on the installation and/or their component parts in compliance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.

17. Notifying the employer's representative of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.

18. Payment of low service damages defined in this contract within one month from receiving the notification of a low service damage, failure to pay low service damages will give the employer the right to deduct the penalty from the next invoice payment.

19. The Contractor may sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.

20. The Contractor shall protect the site properly and shall so arrange his operations that no

danger and inconvenience is caused to airport operations. For this purpose he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities.

All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.

21. The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the

Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.

22. The Contractor shall determine periodically through his detailed inspections of the site, if

additional services are required of him. Should such services be necessary, the Contractor shall advise the Employer in writing, giving full details of the proposed additional services and the proposed variation of the contract price, based on the Schedule of Rates.

Additional services shall only be carried out upon receipt of written instruction from the Employer.

No existing sites will be replaced, refurbished or be declared redundant without the specific or written consent of the Employer. Replaced or redundant equipment remains the property of the Employer and shall be delivered to the Employer and a receipt must be obtained. A copy of all such receipts must accompany the Contractor's invoice for the relevant additional services.

The award of this maintenance contract implies no benefit to the Contractor other than those set out in the Contract document.

The Employer reserves to himself the right to dispose of any scheduled items of equipment or to purchase and install new equipment. The Contractor will not be entitled to preferential consideration in respect of such new work.

Any apparatus, equipment or parts thereof that become redundant or scrap remain the property of the Employer and shall not be alienated by any means whatsoever. If such materials cannot be re-utilized by the Employer a Bid or auction at the Employer's discretion will dispose them of.

Health and safety, the environment and quality assurance

Health and safety risk management

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

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

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

Safety documents for all works must be handed to safety department at least 30 days prior to doing any work. Contractors must have a monthly meeting with safety department on compliance to safety documents. Safety documents: Safety plan, notification of construction work, risk assessment, mandatory forms, airside work safety plan, risk rating procedure, OHS construction specifications, T050 009M service & maintenance contractors, contractors legal compliance checklist, ACSA incident notification form, and contractors airside safety specifications

Hot works permit is obtainable from Fire & Risk Department/ Safety Department – The shift controller on duty will issue the permit.

Letter of good standing is a legislated requirement – Without this letter, no works can take place at the airport.

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

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

Low service damages shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

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

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

Protection of the public

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

Barricades and lighting

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

The Contractor shall comply with the health and safety requirements contained in section 3 to this Service Information.

Environmental constraints and management

Public

Control Disclosure
PUBLIC

INTEGRATED ENVIRONMENTAL MANAGEMENT POLICY STATEMENT - EMS T010P

Airports Company South Africa SOC Limited (ACSA), as a world-class airport operator, acknowledges that airport activities and operations may have diverse impacts on the environment. It therefore accepts its stewardship role of responsible care for the environment in order to reduce its environmental impact.

Airports Company South Africa SOC Limited is committed to:

- Maintain an Environmental Management System based on the requirements of ISO 14001:2015.
- Conduct regular audits of the system to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects of airport activities and operations, and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, service providers, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects associated with their activities and operations, and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continually improve environmental performance.
- Seek opportunities to reduce the impact of aircraft noise by engaging with industry stakeholders.
- Monitor aircraft noise at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport in accordance with SCAA requirements.
- Actively seeking out opportunities to reduce energy consumption from non-renewable energy sources.
- Measure the carbon footprint at all airports, while actively seeking out opportunities to reduce its overall carbon footprint.
- Monitor air quality at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport in accordance with SCAA requirements.
- Actively seek opportunities to reduce water consumption.
- Avoid the pollution of storm water and/or groundwater as a result of airport operations.
- Ensure that all waste is minimised, or otherwise reduced, re-used and/or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engaging surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legal obligations.
- Where Airports Company South Africa SOC Limited does not directly control the impacts at the Corporate Office or at airports, the Group shall work in partnership with operators, contractors, tenants, service providers and supply chain management to improve performance.

This Integrated Environmental Management Policy is applicable to Airports Company South Africa SOC Limited infrastructure, and the geographical areas within which the organisation operates its aeronautical business of running airports, developing airports, and growing our footprint. This is centred around the nine airports and Corporate Office, and includes the associated employees, stakeholders, service providers, and contractors.

ACSA managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed: 
Mpumi Mpofu

Date: 16/02/2026

Version No: 13

Chief Executive Officer: Airports Company South Africa SOC Limited

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T010 001P
Version: 13
Effective Date: 31st July 2025

Integrated Environmental Management Policy Statement
Aviation Regulatory Standards
Corporate Office

Public
Page 1

The Contractor shall comply with the environmental criteria and constraints stated in Section 3

Quality assurance requirements

The Contractor must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards.

Procurement

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment and spares. All structural steel procured shall be at all times hot dipped galvanized unless otherwise specified. The 3rd Party Mark-up shall be applicable to all third party procurement materials not priced in the bill of quantities. The Contractor will respect OEM (Original Equipment Manufacturer) warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

People

Minimum requirements of people employed

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Foreman, Health & Safety staff to Management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All foreigners employed by the Contractor shall have valid South African work permits.

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

BBBEE and preferencing scheme

Contractor must have a valid Broad Based Black Economic Empowerment (B-BBEE) Certificate or a valid letter from chartered accountant confirming the BBBEE status if the entity is an Empowering supplier in terms of the DTI Codes of Good Practice.

Subcontracting

Preferred subcontractors

Main contractor is required to subcontract a minimum 30% of the contract value to the following target groups:

- an EME or QSE which is at least 51% owned by black people

The subcontract must be situated in business address of Western Cape Province.

Plant and Materials

Equipment, Spares and Material:

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials or have access to those equipment available must be provided.

Contractor's procurement of Plant and Materials

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and all materials required for maintenance work. Spares and materials are to be delivered within 2 days.

Tests and inspections before delivery

The contractor shall ensure that inspections are carried out and applicable tests certificates are available and kept on file.

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

No Plant and Material will be provided by the Employer and the Contractor to have all required and necessary plant and materials.

Working on the Affected Property

Location of the works

The Works are located at Cape Town International Airport at various locations in restricted and access controlled areas (landside and airside). Areas of works include remote sites such as Symphony way and Swartklip Site. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

Nature of Service

- a) The areas where the services are needed will be on airport property as well as any other areas that may be pointed out by the Airports Company South Africa.
- b) The policies of the ACSA Maintenance & Engineering Department, ACSA Environmental and Aviation Safety Department, ACSA Airfield Rescue and Fire Fighting Department as well as the ICAO Standards and CAA Regulations will be adhered to at all times.

Working Times

Planned maintenance works shall be scheduled during normal working hours and no work shall be permitted to be carried out over weekends and public holidays without prior written approval from the Service Manager.

Working day: **Monday to Friday** excluding weekends and Public Holidays (in the Republic of South Africa);

Normal Working Hours: means 07:30 to 16:30 during working days which includes a 30 minutes lunch break

Weekend: from midnight Friday to midnight Sunday

Public Holiday: any proclaimed national Public Holiday

Night Work

Work on the Taxiways or high traffic access gates will only take place at night. The Contractor to provide suitable lighting to enable the work to be properly performed and controlled at night. Night work will only commence if the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours. Night work on taxiways may only take place **between 23h00 and 05h00**. No additional payment shall be made for provision of the lighting for the whole working site in work areas as specified above.

Environment

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

At no time shall the Contractor:

1. allow any pollutant or toxic substance to be released into the air or storm water systems
2. interfere with, or put at risk, the functionality of any system or service
3. cause a fire or safety hazard, a hot works permit is to be obtained prior to any hot works repairs.

Employer's site entry and security control, permits, and site regulations

Contractor shall provide to his/her employees all necessary training, i.e. airside induction, AVOP required to obtain airside permits. The training will enable employees to obtain permits, and no compensation shall be made by the employer for the cost of permits which include but not limited to vehicle and personnel permits. Contractor shall ensure all vehicles requiring access to airside shall meet all the airside vehicle requirements and shall have valid airside permits.

Vehicles requiring access to airside must be less than **8 years old**, squitters/ transponders will be required for vehicles required to enter the manoeuvring area and airside vehicles must comply to the required branding.

People restrictions, hours of work, conduct and records

Restrictions and hours of work will apply on some sites at CTIA including the aprons and high traffic movement areas. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors where applicable. The Service Manager shall have access to the records at any time. These records may be needed when assessing compensation even

Health and safety facilities on the Affected Property

Contractor shall comply to all requirements stated in the tender including those stated in the Airside Safety Plan which is to be in place before any work can take place on airside. These requirements are in addition to those of the OHSA Act. The Clinic is available in the Airport Terminal Building for use at own cost.

Emergency Preparedness

A contractor shall provide ACSA with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure shall be communicated to employees, and a proof of such training shall be kept on file for reference. A list of emergency contact numbers shall be conspicuously displayed on site for ease of reference. An evacuation plan shall be displayed in strategic places.

A contractor shall provide ACSA Safety with a full record of any incidents which may occur on site.

Cooperating with and obtaining acceptance of Others

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

- Assisting with emergency works
- Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings

- Training of ACSA operators and/or technicians
- Providing of system data to ACSA or it's consultants
- Recommending improvement on maintenance procedures
- Co-operating with ACSA Security relating to security initiatives

Records of Contractor's Equipment

Service and Maintenance records of Contractors' vehicles and/ or equipment shall be made available on request by Service Manager.

Site services and facilities

Provided by the Employer

Employer shall if and when required provide a power supply point, water supply, domestic waste disposal (no hazardous waste) which the contractor will be required to pay for the installation and usage. Contractor will be shown nearest ablution facilities and will have to provide own fire protection systems. The Contractor shall provide at their own cost everything else necessary for providing the Service.

Provided by the Contractor

Contractor shall if and when required provide own storage containers, provide all lighting equipment required for the night and everything else necessary for Providing the Service. The Contractor will not be allowed to use two way radios at the Airport unless these radios are of the type as approved by the ACSA IT Department. All the services facilities shall be discontinued upon completion of the contract.

Control of noise, dust, water and waste

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A)) have undergone a baseline audiometric test prior commencement of construction work and SABS approved ear protection is provided and worn at all times. Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. At no time shall the Contractor allow any pollutant or toxic substance to be released into the air or storm water systems.

Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a licensed general or hazardous class landfill site. Under no circumstances shall solid or liquid waste be dumped illegally, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area.

Hook ups to existing works

Contractor should always be mindful and accept that airport operation shall take first preference before maintenance work.

Materials facilities and samples for tests and inspections

Copies of the Material Safety Data Sheet for chemicals used or chemicals brought to site by the contractor should always be available on the Safety File or in the vicinity of the chemical storage areas or vehicle transporting the chemicals.

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

This is not applicable to this contract.

Drawing number	Revision	Title

ANNEXURE B:**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

ISSUE	REQUIREMENT
Environmental Policy	Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to Environmental Management Policy T010 001P).
Stormwater, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on Company property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall always maintain a tidy, litter free environment in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal

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

Penalties

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

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

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

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

agree to the above conditions and acknowledge Airports Company South Africa SOC Limited's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____ (airport name).

ANNEXURE C

Low Service Damages: Low Service Damages Table Service Level Agreement

a) Operational hours

Normal working hours as required shall be from 07h30 to 16h30 for Monday to Friday.

b) Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The staff compliment, during operational hours shall be sufficient to successfully perform the stipulated Vegetation maintenance and management requirements.

c) Performance Management

Key Performance Area	When	Target	Low Service Damage
The contractor will comply with OHS&E audits that are performed periodically and rectify/attend to any findings within the stipulated timeframe (as will be detailed in the audit).	All times	100% must be achieved	First incident: R 5000 for failure to rectify/attend to any findings. Second incident: R 7000 for failure to rectify after initial fine is paid.
The contractor will ensure no repeat findings from OHS&E audits	All times	100% must be achieved	R 5000 for per repeat finding
The contractor will comply with OHS&E regulations during performing of service (eg Display relevant notices per section during activities)	All times	100% must be achieved	R 1000 per non compliance
Meeting & Maintaining Standards and frequencies as detailed in the specifications	All times	100% must be achieved	R 1000 per deviation

A staff member's uniform/PPE does not meet the agreed upon standards and specification requirements.	Daily	100% must be achieved	First incident: R 1000 immediate claim – must be rectified within 7 days Second incident: if not rectified a claim of R 5000 will apply Third incident: the permit is confiscated for a week. Contractor to make own arrangements at own cost for delays in work and replacement of employee
The contractor to start execution of the works within the agreed timeframe in the Task Order	per task order	100% must be achieved	R 5000 for works not commenced in specified timeframe
Work specified in the task order must be completed within the agreed time frame and reported to the Service manager	All times	100% must be achieved	R 5000 for works not completed in specified timeframe
A 6m Fire break around Perimeter fence must be maintained	quarterly	100% must be achieved	R 500 per tree that grows or overhangs within 6m from the perimeter fence
Proof of dumping from an approved dumping site shall be submitted quarterly in the form of a certificate	quarterly	100% must be achieved	R 5000 for quarterly submission non-compliance
Contractor personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	monthly	100% must be achieved	R 1500 per scheduled meeting not attended
Airport permits must always be displayed by the staff and to be used as per the airports permit regulations	All times	100% must be achieved	First incident: R 500 per person Second incident: if not rectified a claim of R 1000 will apply Third incident: the permit is confiscated for a week. Contractor to make own arrangements at own cost for delays in work and replacement of employee
Contractor to protect and guard against damage of existing services and infrastructure	All times	100% must be achieved	Damage to existing services and infrastructure shall be repaired by the Contractor at their cost. The cost of business impact to also be passed onto the Contractor

d) Notification of Low Performance Damages

The employer's representative will notify the contractor in writing of any damages and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor.

e) Failure to meet service levels

- a. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- b. Safety and housekeeping: It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, damages of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.

Where a response time could not be achieved as a result of a verified physical impracticality (such as airport security arrangements, communication system weaknesses on the part of ACSA) this event will not be taken into account in calculating the contractor's performance and damages will not apply.

Parties agree that low performance damages will not be the only final remedy for poor/non-performance. Should an event occur for which a low performance damage is described; ACSA shall not be limited to claim the amount stated as the penalty. Under no circumstances will low performance damages (even if claimed by ACSA) limit ACSA's, or any other party's legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim for low performance damages within 14 days of an event or ACSA will lose its right to claim for the low performance damages. Should ACSA not claim for damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim for damages for similar future events.

Service Level in relation to Machinery, Vehicles and Cleaning Equipment

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

f) Low performance damages

ACSA must notify the contractor in writing of its intention to claim for low performance damages within 14 days of an event or ACSA will lose its right to claim for the damage. Should ACSA not claim damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim damages for similar future events. Under no circumstances shall a low performance damage claim be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Damages are limited to a maximum of 20% of the amount claimed per payment certificate / invoice for that particular month and the remainder will be rolled over to the next month.

The following damages shall be applicable to the below mentioned non-conformances:

- Damages are limited to a maximum of 20% of the amount claimed per payment certificate / invoice and the remainder will be rolled over to the next month.

Failure to execute the works in the prescribed manner and in accordance with agreed timeframe.	The cost of finding a replacement service provider that is suitably qualified to perform the works. Difference between quoted prices and cost for works by replacement contractor.
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident
Plant, shrubs, trees damages and breakages	Resolution of replacements in compliance to the service Level Agreement.

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

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge

ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with

these conditions.

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

_____ (airport name)

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT Baseline Risk Assessment
Project Name: MAINTENANCE AND MANAGEMENT OF VEGETATION AND BUSH CLEARING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (05) YEARS

Document Number: HIRA 1

Revision Number: 001

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

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

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

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

Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles /property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A
Driving airside on	Incidents	Damage to aircraft/ vehicles/property/ persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A

Driving on and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B

Jet blast	Potential injuries and property	Damage to vehicles/property/persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/ collision with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles /equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A

Construction works	Storage of hazardous chemicals substances	Contamination/ fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
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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/chemical s/human waste)	Contamination/ Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D

Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries property and damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries property and damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D

Fire equipment	Use and abuse of fire equipment	Injuries property and damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be always kept clear	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed and deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade	4C

Vehicle / Equipment Serviceability Inspections Procedure (Snippets) : B160 001M

Serviceability Inspections Procedure
Public

Abbreviation	Description
FCC	Forward Command Centre
FCP	Forward Command Post
FV	Foxtrot Victor
NRTA	National Road Traffic Act
ICMS	Integrated Compliance Management System
SANS	South African National Services

4. Procedure General

There are two (2) inspections that shall be adhered to with regards to serviceability of vehicles and equipment:

4.1 Apron Operations Permit Inspections

- All vehicles and ground service equipment shall be inspected by a Safety/ARFFS Officers prior to an Apron Operations Permit been issued by the Permit Office.
- The [Vehicle/Equipment Serviceability Certificate Form - SAF 049](#) shall be completed and attached to the [Vehicle Permit Application Form - AVSEC 002](#) where a permit is required.
- Where ground service equipment and or a vehicle fail more than 2 serviceability inspection during an application process, the company requiring the permit shall provide a full serviceability/maintenance record prior to AVOP
- These aforementioned documents shall be retained by the Permit Office.

4.2. Ad-hoc Inspections

- In the event of ad-hoc inspections, the [Vehicle/Equipment Serviceability Certificate Form - SAF 049](#) shall be completed and retained by the Safety/ARFFS Department for audit /review purposes.
- Where a vehicle or ground service equipment is found to be unserviceable, the Apron Operations Permit shall be removed, and an Unserviceable Certificate attached to the windscreen or in the vicinity where the Apron Operations Permit was attached.
- The driver/operator shall be informed to remove the vehicle or ground service equipment immediately from service to the workshop.
- The Permit Office shall be advised at the end of each shift of the permits that were revoked for the day and not returned.

4.3. Monetary Fines

- Where it is identified that the vehicle or ground service equipment is still being used after it

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B160 001M

Version: 17

Effective Date 27th August 2025

Serviceability Inspections
 Aviation Safety Department
 Corporate Office

Public
 Page 4

Public

SOUTH AFRICA

Serviceability Inspections Procedure

Public

has been declared unserviceable, a monetary fine of R 5000,00 shall be issued to the Operations Manager/Fleet Manager of the organisation.

- If a vehicle or ground service equipment of abnormal weight, breaks down and the removal thereof takes longer than 4 hours to remove from the airside, a monetary fine of R1000,00 shall be issued to the Operations Manager/Fleet Manager of the organization as documented in [The Safety Enforcement System Procedure - B110 001M](#).
- The vehicle/equipment shall only be inspected by the Safety/ARFFS Officer to confirm serviceability prior to the unserviceable sticker being removed.

4.4. Tampering with an Apron Operations Permit

Where any person is found tampering, abusing or making copies of a permit, the Security Department shall be advised, and the necessary action taken as per Aviation Security Department Procedure.

4.5 Capturing on the Violations System (Manual or automated)

The following instances the violations shall be reported on the system:

- When the vehicle/ground service equipment is declared unserviceable.
- Where the vehicle/ground service equipment is still being used after being declared unserviceable.

4.6 Requirements for Operational Vehicles and Equipment

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

- Usage
These procedures apply to all vehicles and equipment operating airside of a site
- Operational Vehicles and Equipment
In instances where in the required documentary evidence of the vehicles age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to 12 passengers) – maximum age 8 years;
 - Heavy commercial passenger vehicles (up to 23 passengers) – maximum age 8 years;
 - Light commercial load vehicles (Gross Vehicle Mass not exceeding 3500 kg) – maximum age 8 years;
 - Heavy commercial load vehicles (Gross Vehicle Mass exceeding 3500 kg) – maximum age 11 years;

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B160 001M
Version: 17
Effective Date 27th August 2025

Serviceability Inspections
Aviation Safety Department
Corporate Office

Public
Page 5

Public

Serviceability Inspections Procedure

Public

- Non motorised equipment – maximum age 11 years;
- Specialised motorised equipment – age 15 years and
- Specialised vehicles – age 15 years.

Note: The lifespan of specialised motorised equipment and specialised vehicles, can be extended beyond fifteen (15) years (up until a maximum of 20 years), provided that:

- A condition assessment for ACSA-owned vehicles will be conducted as per the Asset Renewal and New Assets Implementation Procedure (D060 026M), while stakeholders will be required to provide a condition assessment from the OEM/OEM-approved supplier, which shall include as a minimum:
 - Asset criticality – Is this asset critical to maintaining operations?
 - Physical state of the asset – How much longer can the asset continue to operate?
 - Safety – Is the asset safe for use in its current and future physical state?
 - Regulatory and Compliance Standards – Will the asset continue to comply with all applicable standards?
 - Lifecycle Phase – Is the asset new or due for replacement?
 - Performance – Is the asset able to meet its performance standards as per its design?
- The equipment / vehicle has been maintained in accordance with the OEM requirements;
- The equipment / vehicle has all critical spares available either locally or with OEM and can be supported for the duration of its useful life.
- The equipment / vehicle is in a serviceable condition.
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.

In the event that Aviation Safety Officer/Airfield Services representative /ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within 1 hour of notification. This violation shall not be taken into consideration for the confiscation of a Security Permit but written warning penalty shall be issued for noncompliance.

- Exceptions to the amber coloured strobe light:

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B180 001M

Version: 17

Effective Date 27th August 2025

Serviceability Inspections
 Aviation Safety Department
 Corporate Office

Public
 Page 6

Public

Serviceability Inspections Procedure

Public

- SAPS: Blue strobe lights;
 - Emergency Services: Red strobe lights and
 - ARFFS: Red strobe light.
- The following guidelines are recommended for the placement of a strobe light:
 - Forklifts: mounted on overhead steel structure;
 - High Loader: mounted on overhead steel structure close to the driver's seating;
 - Catering vehicles: mounted on roof;
 - Ground Power Unit: mounted on the structure itself;
 - Air Start Systems (trucks): mounted on roof;
 - Conveyors: mounted on structure/roof of driver's cabin;
 - Tugs: mounted on the roof structure;
 - Passenger Aid Unit: mounted on roof;
 - Mobile steps: mounted on driver's area;
 - Cherry picker: mounted on the roof of truck;
 - Busses: mounted on roof;
 - Battery car: mounted on an erected steel frame and
 - Vehicles/Light delivery vehicles / microbus: mounted on roof.
 - Signage

All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;

 - The vehicle/equipment shall display signage which includes both prefix and a company logo;
 - The registration number of the vehicle/equipment shall not be used as a prefix;
 - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;
 - Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
 - The company logo need not conform to the above standard, as each company has their specific logo;
 - The company's prefix shall be clearly visible and have a minimum of two (2) alphanumeric and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
 - The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment;
 - It is recommended that the prefix and logo be situated next to one another on the doors but this shall be separated;
 - Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment. and
 - Where the vehicle/equipment is being escorted, this shall not be required.

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B160 001M
Version: 17
Effective Date 27th August 2025

Serviceability Inspections
Aviation Safety Department
Corporate Office

Public
Page 7

Public

Serviceability Inspections Procedure

Public

4.8.3 Marking Strips

- It is required in terms of Regulation 192A of the road traffic and Road Transportation Legislation that rear and side marking strips are required on all trailers, irrespective of weight or age.
- A continuous reflective strip shall be required to identify at least 80% of the length and width of the trailer which includes motor vehicles and equipment.
- The strips shall comply with SANS 2014, permanently marked with and E above which shall be a letter C denoting contour marking.
- The round reflectors shall be in accordance with Regulation 192 of the National Road Traffic Act, which refers specially to the colour and area to be fitted.
- The regulation states that reflectors shall be fitted to reflect:
 - White colour reflectors to the front;
 - Red colour reflectors to the rear; and
 - Yellow colour reflectors to the side which includes motor vehicles.

4.9 Inspection of Dollies, Trolleys and Trailers and Baggage Wagons:

- Where it is identified that the dollies, trolleys and trailers and baggage wagons are unserviceable, the Safety Compliance /ARFFS Officer shall complete the [Dolley, Trolley Trailer and Baggage Wagons Serviceability Certificate Form - SAF 050](#) and inform the driver/operator to remove the dollies, trolleys and trailers and baggage wagons immediately from service to the workshop.
- Where it is identified that dollies, trolleys and trailers and baggage wagons are still been used after it has been declared unserviceable, a monetary fine of R5000.00 shall be issued to the driver / operator as documented in [The Safety Enforcement System Procedure – B110 001M](#).
- The monetary fine shall be issued to the Operations Manager/Fleet Manger of the organisation.

4.10 Fleet Maintenance Programme

- In order to ensure that vehicles and equipment are serviceable, all Airside operators shall have a fleet maintenance program in place to ensure that maintenance activities are carried out in accordance with the Original Equipment Manufacturer (OEM) requirements for all vehicles, equipment, dollies, trolleys and trailer and baggage wagons.
- The organisation has the right to audit the Airside operators fleet maintenance program and the fleet Maintenance records.

4.11 Other Transport

The following means of transport are not permitted on airside:

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B160 001M
Version: 17
Effective Date 27th August 2025

Serviceability Inspections
Aviation Safety Department
Corporate Office

Public
Page 10

Public