



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: Provision of the air quality monitoring and compliance services at King Shaka International Airport (KSIA) for a period of three (3) years.

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

and

(Registration Number:)

for **Provision of the air quality monitoring and compliance services at King Shaka International Airport (KSIA) for a period of three (3) years.**

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PART C1: AGREEMENT AND CONTRACT DATA

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C1.2 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the

Provision of the air quality monitoring and compliance services at King Shaka International Airport (KSIA) for a period of three (3) 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 contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

(in words)
..... Rand;

R..... (in figures)

THE OFFERED RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE A

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.

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 agreed period of validity, 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
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

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

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

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

Unless the tenderer (now 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.

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

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature
of witness

Date

Schedule of Deviations

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

4 Subject

 Details

5 Subject

 Details

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

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

Signature(s)

Name(s)

Capacity

for the Employer

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

Name & signature
of witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	King Shaka International Airport La Mercy Drive Durban
	Tel No.	032 436 6000
	Fax No.	032 436 6672
10.1	The <i>Line manager</i> is:	TBC with appointed bidder
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport as set out in Part C4 <i>Site Information</i>
11.2(13)	The <i>Service</i> is	Provision of the air quality monitoring compliance services for thirty-six (36) months.

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> i. Service Level Performance ii. Adherence & Compliance to requirements set out in the specifications. iii. Compliance to the OHS Act, ACSA Safety policy & procedures iv. Compliance to environmental legislation and regulation as applicable to the service
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part 3 of this document
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Employers Service Information)
21.1	The Contractor submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>service period</i> is	Up to thirty-six (36) months from the <i>starting date</i>
5	Payment	
50.1	The <i>assessment interval</i> is	between the 7th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	4 weeks after submission of a valid invoice
6	Compensation events	Not applicable to this contract

7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	The service provider must submit proof of insurance for the below insurances at the start of the contract and every year thereafter, for the duration of the contract: <ul style="list-style-type: none"> Aviation liability insurance for an indemnity limit of R300 000 (three hundred thousand rands)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained in the Z Clauses below
W1.2 (3)	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The tribunal is	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Durban, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
	- if the arbitration procedure does not state who selects an arbitrator, is	

12	Data for secondary Option clauses	
X1	Price Adjustment for inflation	Price adjustment for inflation shall only take place on contract anniversary. Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.
X2	Changes in the law	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.
X17	Low Service Damages	If the Contractor produces substandard work the employer can: Insist the contractor corrects the Defects, to provide the quality specified in the service information. Recover the cost of having it corrected by other people if the contractor fails to correct the Defect within the specified time or
X17.1	The service level table is in	Refer to the Low Service Damages on part C3, Table Number 2 under performance management section
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the 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:

		<ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
X18.5	The end of liability date is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter..
X20	Key Performance Indicators (not used when option x12 applies)	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to performance management on part C3
Z	The <i>Additional conditions of</i> Z1 – Z19 contract are	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Line manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".	
	Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:	
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 liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Line 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>Line 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>Line manager</i> .
Z11.3	This undertaking shall not apply to –

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

Z12 ***Employer's Step-in rights***

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Line manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Line manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

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

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Line manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

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

Z19 Delegation

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

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

PART C1.5 CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

C1.5: ACSA INSURANCE CLAUSES

The service provider must submit proof of insurance for the below insurances at the start of the contract and every year thereafter, for the duration of the contract:

- Professional indemnity insurance for an indemnity limit not less than two times the contract value
- Aviation liability insurance for an indemnity limit of R300 000 (three hundred thousand rands)

PART C2: PRICING DATA

Bidders are to complete the below price schedule:

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

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

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

Pricing structure per activity, as per the proposal submitted (RFP ref no. [Category])

No.	Description	Quantity	Unit	Rate per unit	Annual rate
1	Passive sampling (BTEX)	1	Quarter		
2	Dust fall outs				
3	Station maintenance (NO _x , SO ₂ , CO, O ₃ , PM ₁₀ , Wind speed and directional sensor)	1	Weekly		
4	Calibrations of 6 analysers	Per analyser	Quarter		
5	Analyser routine servicing	Per analyser	Annual		
6	Monthly report	1	Month		
7	Physical meeting (Max. 6 per financial year)	6	Year		
8	AEL renewal	1	Every 5 years	R10 000	
9	NAEIS submission	1	Annual		
10	Permits				
	Total amount				
	VAT 15%				
	GRAND TOTAL INCL. VAT				

Note

The following documents were developed and might need to be updated: LDAR, Fugitive emissions testing and management plan, Emissions inventory testing, Odor management plan, Tanks integrity management plan, Compliance programme, Five-year improvement plan.

PRICING SCHEDULE B: Provision for Spares (Including Mark Up) (Annual Costs)**Bidder to complete**

Value of Item or Services	**Mark-up (Contractor to fill in) (Y)	Spares/ documents amount for budget purposes *Z*	Total mark-up values plus cost to be budgeted- (Contractor to fill in) = (*Z*x Y) +Z
R0 – R5,000	%	R30 000.00	R
R5,001 – R10,000	%	R50 000.00	R
R10,001 – R20,000	%	R80 000.00	R
+R20,001 and above	%	R100 000.00	R
Sub-total C (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)			R

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

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

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

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

Summary table

	Previous year total	CPI@5%	Total
Year 1	N/A	N/A	
Year 2			
Year 3			
Total for the contract duration			
VAT 15%			
GRAND TOTAL INCL. VAT			

Note: The CPI will be used for cost estimation purposes. At the anniversary of the contract the applicable CPI will be applied.

PART 3: SERVICE INFORMATION

PART C3: EMPLOYER’S SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	Description of the service	
C3.2	Management strategy & startup	
C3.3	Health & safety, the environment & quality assurance	
C3.4	Procurement	
C3.5	Working on the affected property	
C3.6	Service Level Agreement	
Total number of pages		

C3: Employer’s service Information

Contents

Part C3: EMPLOYER’S SERVICE INFORMATION

1 Description of the service

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1.2 Employer’s requirements for the service.....

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

2.2 Management meetings.....

2.3 Contractor’s management, supervision and key people

2.4 Provision of bonds and guarantees.....

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- 2.6 Invoicing and payment
- 2.7 Contract change management
- 2.8 Records of Defined Cost to be kept by the *Contractor*
- 2.9 Insurance provided by the *Employer*.....
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- 2.11 Design and supply of Equipment.....
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- 3 Health and Safety, Security, Environment, and Quality Assurance**
 - 3.1 Health and safety risk management.....
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- 4 Procurement.....**
 - 4.1 People
 - 4.1.1 Minimum requirements of people employed
 - 4.1.2 BBBEE and preferencing scheme
 - 4.2 Subcontracting
 - 4.2.1 Preferred subcontractors
 - 4.2.2 Subcontract documentation, and assessment of subcontract tenders
 - 4.2.3 Limitations on subcontracting
 - 4.2.4 Attendance on subcontractors
- 5 Working on the Affected Property.....**
 - 5.1 *Employer's* site entry and security control, permits, and site regulations
 - 5.2 People restrictions, hours of work, conduct and records
 - 5.3 Health and safety facilities on the Affected Property
- 6 Service Level Agreement.....**
 - 6.1 Operating hours.....
 - 6.2 Human resources.....
 - 6.3 Qualifications.....
- 7. Performance Management.....
 - 7.1 Low performance damages.....
 - 7.2. Transgressions.....

1. Description of the service

1.1 Executive overview

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards, as such Airports Company at King Shaka International Airport require the provisions of air quality services that will ensure applicable standards are maintained and compliance to all statutory requirements are adhered to.

The key objectives for this service is:

Provision of the air quality monitoring and compliance services at King Shaka International Airport in line with relevant and applicable standards, regulations, legislation, and industry best practise.

The Contractor will be appointed directly by the Airports Company of South Africa and should be available to carry out the works as per the scope of works and service level agreement included in the specification.

1.2 Employer's requirements for the service

The service provider will be required to:

- Review the current air quality monitoring plan. Update the plan and attain its necessary approvals should the need arise.
- Measure concentrations of suspended particulate matter (PM₁₀) and the following gases: Sulphur dioxide (SO₂), oxides of nitrogen (NO₂ and NO), ozone (O₃), carbon monoxide (CO), benzene, toluene, ethyl benzene, xylene (BTEX), PM₁₀, PM_{2.5} and dust fallout according to legal techniques i.e. methods, tools, and approaches that are legalized in the approved standards.
- Monitor the air quality parameters at planned intervals and according to issued licenses and the approved monitoring plan requirements.
- Monitor air quality parameters at the fuel facility in accordance with the current National Environmental Management: Air Quality Act (NEM: AQA), specific to jet A1 storage.
- To undertake the AEL renewal application, preferably 6 months prior to permit expiry.
- During the contract, the appointed service provider must ensure continuous implementation of all AEL conditions and facilitate implementation thereof.
- Operate and maintain continuous monitoring station.
- Operate and maintain all passive monitoring stations around the site.
- Conduct required servicing and maintenance service, repair of equipment at the station
- The service provider will be required to fix or replace broken/unserviceable equipment at monitoring stations.
- Calibrate the required components and or analyzers of the continuous station.
- Monthly report on air quality monitoring, compliance issues, and provide recommendations on areas needing improvement. (**Note: Twelve monthly reports should be provided per annum, the twelfth report should contain annual consolidation of data, third monthly report should contain trends of a quarter**)
- Provide with a detailed annual report and offer recommendations for improving existing monitoring.
- Facilitate all regulatory reporting including but not limited to conditions of AEL submissions of the following:
 - Fugitive emissions management plan
 - Emissions inventory
 - Odour management plan
 - Tank integrity management plan
 - Compliance programme
 - Environmental improvement plan

- Complaints register
- Annual performance report
- NAEIS
- Represent ACSA or correspond with relevant authorities on behalf of ACSA when requested to do so.
- Participate in awareness sessions and or audits when required.
- Organize quarterly feedback/update meetings with clients.
- Monitor air quality at the airport vicinity in accordance with the current National Environmental Management: Air Quality Act (NEM: AQA).
- Assess the location of the passive stations to see if they are still suitable.

EQUIPMENT

The following equipment is found at the continuous air quality station. During the contract these equipments should be serviced, maintained, calibrated, and may require to be replaced.

The list below of existing analyzers and equipments.

Table 1 Analyzers

Name of analyzer	Model
NOx Analyzer	Environment SA AC32M
SO ₂ Analyzer	Environment SA AF22M
O ₃ Analyzer	Environment SA 42M
Particulate Matter Analyzer	Environment SA MP101M
VOC Analyzer	Environment SA 72M
CO Analyzer	Environment SA 12M

Equipment:

- X7 Dust fallout monitoring station
- RM Young Meteorological Sensors

Note:

- The service provider is required to monitor PM_{2.5} and must deliver suitable equipment for monitoring.
- The 7-dust fallout station might need to be replaced and require painting as per Annexure 14 of ICAO Aerodrome manual. This involves painting red and white bands on metal poles.
 - Service, maintenance, and calibration will be done according to manufacturer requirements and at planned intervals when agreements are reached between ACSA and service provider.

Air quality monitoring should comply, as a minimum with the regulations below:

- National Environmental Management: Air Quality Act (Act No. 39 of 2004)
- Listed Activities and Minimum Emission Standards as per Government Notice 893 of 22 November 2013 (as amended through November 2024 update)
- National Atmospheric Emission Reporting Regulations
- National Dust Control Regulations

- SANS 1929:2011, SANS 1136, and SANS 69
- NAEIS (National Atmospheric Emissions Inventory System)
- ISO/IEC 17025:2017

Human Resources

The project requires the listed resources below in terms of qualifications and experience:

1. X1 Project Manager:
 - a. NQF level 7 or above in air quality or Natural Sciences (Environmental/ Atmospheric/ Analytical/ Chemistry), and Project Management.
 - b. Above 5 years of proven experience in managing air (outdoor) quality monitoring project.
2. Senior Technician (1):
 - a. NQF level 6 in air quality/natural sciences qualification (Environmental/ Atmospheric/ Analytical/ Chemistry)
 - b. Above 5+ years of proven experience in relevant field.
3. Field Technician (1)
 - a. NQF level 5 in air quality or relevant qualification (Environmental/ Atmospheric/ Analytical/ Chemistry)
 - b. Above 1 year of proven experience in relevant field.

Note:

- Certified copies of the highest qualifications are to be attached with this submission.
- CV's clearly indicating the ambient air quality monitoring projects undertaken and the number of years of experience must be clearly indicated in the attached CV.
- Failure to submit CV and specified criteria qualifications will result in disqualification of the criteria.
- As a minimum, three (3) resources as indicated above must be clearly indicated and submitted for evaluation. Failure to comply with this instruction will result in resources allocated not being evaluated.

FUNCTIONALITY CRITERIA & SCORING

			Overall score
Project proposal		Detailed activities	20
Human resource		Qualifications	20
		Year of experience in similar works	35
Company experience		At least three (3) references of similar work	25
Total			100

Functionality Breakdown

Project proposal (20)

The bidder must demonstrate an understanding of the scope by providing a well-detailed proposal including how tasks will be conducted. The proposal should cover all activities required and planned execution of the project.

Note: No points will be scored for copying the scope as is already provided to the bidders.

The proposal is to include the following:

- Detailed project activities including time frames/frequency for each activity. The service provider needs to indicate all human resources that will be undertaking this project and their roles as well as responsibilities are to be clearly defined. The scope must also include potential risks and indicate how unforeseen circumstances will be dealt with to avoid project delays (20).

Rating will be allocated as below:

<p>A well-detailed proposal for ambient air quality including all monitoring activities, submissions, plans, timeline, personnel with their roles and responsibilities, calibrations, and servicing of the analyzers.</p> <ul style="list-style-type: none"> • All monitoring activities and full project timelines indicated e.g. Gantt chart - 5 • Submissions of reports and other documents - 5 • Roles and responsibilities - 5 • Calibrations, and servicing of the analyzers. - 5 	<p>20</p>
<p>Proposal is not copied as is from the tender document or it excludes and misses one activity required in the scope for ambient air quality, but not all the activities as required in the tender document are detailed. Note: <i>if one of the requirements below is missing, 15 points will be allocated.</i></p> <ul style="list-style-type: none"> • All monitoring activities and full project timelines indicated e.g. Gantt chart - 5 • Submissions of reports and other documents - 5 • Roles and responsibilities - 5 • Calibrations, and servicing of the analyzers. - 5 	<p>15</p>
<p>Proposal is not copied as is from the tender document, it excludes or misses activities required in the scope for ambient air quality, but not all the activities as required in the tender document are detailed. Note: <i>if two of the below requirements are missing, the score of 10 will be allocated</i></p> <ul style="list-style-type: none"> • All monitoring activities and full project timelines indicated e.g. Gantt chart - 5 • Submissions of reports and other documents - 5 • Roles and responsibilities - 5 • Calibrations, and servicing of the analyzers. - 5 	<p>10</p>

Scope of work is copied as was issued in the tender document, or scope contains partial activities as required in the advertised scope, or scope is not relevant to ambient air quality monitoring.	0
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Note: No points will be allocated if outdoor ambient air quality monitoring experience is not demonstrated.

Human Resources Qualifications (20)

As a minimum requirement the below key resources will be required to execute the work. The copies of certified (less than three months) qualifications must be attached.

Note: points will not be allocated if the qualification is neither certified nor submitted, and or older than three months certified:

Project Manager	Senior Technician	Field Technician
NQF level 7 or below in Natural Sciences (Environmental/ Atmospheric/ Analytical/ Chemistry) and or Project management qualification (5)	NQF level 6 in air quality/natural sciences (Environmental/ Atmospheric/ Analytical/ Chemistry) (5)	NQF level 5 or above in air quality or relevant qualification field (Environmental/ Atmospheric/ Analytical/ Chemistry) (5)
Above NQF level 7 in Natural Sciences/ air quality and or project management (7.5)	Above NQF level 6 natural sciences qualification (7.5)	

Bidder’s Resources Experience – 35 points

Detailed description of experience in air quality monitoring work to be included in the CV. The experience to be considered for evaluation should be in line with the role allocated for this project. The Project Manager must have a minimum of 5 years’ experience in project management in ambient air quality monitoring. The Technician is to have at least 5 years of relevant experience ambient air quality, and the Field Assessor must have at least 2 years of ambient air quality monitoring experience in the field.

Project Manager	Senior Technician	Field Technician
5 years (5)	5 years (5)	Above 1 year (5)
Above 5 years – less than 10 years (10)	Above 5 years and less than 10 years (10)	Above 2 years (9)
More than 10 years (13)	More than 10 years (13)	

Company experience and reference – 25 points

Bidders are required to submit proof of a minimum five (5) years cumulative experience in providing ambient air quality services within the past 10 years.

Bidders can demonstrate the requirement by submitting relevant reference letters as required that accumulate to a minimum of 5 years.

It should be noted that evaluating committee will be adding up the duration of each valid reference letter. Ongoing projects are not permitted.

Provide reference letters with Client letterhead, indicate the relevant nature of work, duration, and contactable refer (by email & contact number and must be signed and dated). You may submit supporting documents, if necessary, (along with the reference letter), showing the relevant experience and the contract duration.

Note: A letter not meeting all the above criteria will not be scored

Experience	Max Score
Accumulative experience of above 5 years.	25
Accumulative experience of 5 years.	15
Less than 5 years' experience.	0

Deliverables:

Activities not limited to the below listing that will be conducted must be reflected in the reports and must align with the claim submitted:

- Passive sampling per quarter
- Station maintenance per month
- Calibrations
- Equipment servicing
- Monthly report
- Meeting
- Equipment replacement
- AEL renewal
- New project or development of plans
- Additional Monitoring/Assessments

Attendance at station checks should be confirmed with the contract manager on every visit, attendance register must be signed on every visit.

Bidders are to note the following:

Site inspection will be conducted after briefing session.

All rates must be in SA rands

All rates are final and bidders will not be allowed to invoice above what was quoted

Rates will escalate at CPI on the anniversary of the contract

Bidders must complete the schedule in full

All claims will be processed at a proven market cost.

Permit costs will be processed based on the proven cost.

The replacement of equipment that might be required during the contract should be made upon agreements reached by the bidder and a client.

Any provision of the project will require approval from project manager.

All work shall conform to all relevant Labour Relations Act, Relevant bargaining council requirements, applicable SANS standards, NEM: AQA, OHS ACT, NEMA Act and all other regulations and legislations that is relevant to this Contract or the execution thereof.

In addition, all work shall be carried out in accordance with prevailing industry norms and best practice.

All work shall be scheduled, and a schedule presented to the relevant ACSA Representative. Work shall be scheduled in a manner as not to interfere with any airport operations.

The service provider may not utilize scheduled staff for any other work than those as specifically described in this Contract. This implies that staff dedicated to this contract will not be used for any other contracts or projects the service provider might have on the same scheduled time.

It is the contractor responsibility to have clear records of schedules, check sheets and reports that are fully completed and aligned to the agreed schedule. The contractor must ensure these reports are updated periodically during the service period.

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

- The National Environmental Management Act
- The National Environmental Management: Air Quality Act
- Occupational Health and Safety Act
- Environmental Conservation Act
- Relevant South African National Standard(s)
- Other relevant legislation
- Other relevant regulation
- eThekweni municipal by-laws

All incidents happening on site must be formally reported to the relevant manager in writing within 08 hours and the records must be kept at all times.

ACSA will carry out regular inspections and audits at its discretion to monitor contractor compliance and service quality. The contractor shall make suitable resources available for such inspections and audits and shall remedy any observations and/or findings in line with the service level agreement or per instruction from ACSA

ACSA and its appointed service provider always have a right to inspect and audit the facilities operated by the contractor.

General Information

Emergency Procedures

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.

General Safety Requirements

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

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

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

the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

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

The Contractor must not interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken to prevent fire hazards.

Protection of the public

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

Barricades and lighting (Where applicable)

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

2. Management strategy and start up

2.1 The Contractor's plan for the service

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

- Execution Plan, Approach & Methodology.
- Resource plan that demonstrates site management organogram and reporting lines specifically for the service
- Additionally, the bidder shall submit the following
 - Staff turnover – Loss of staff plans
 - Reporting on a monthly basis and certification of work completed for the month.
 - Contingency plan

Contingency Plan

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

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)

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

2.2 Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties. Records of these meetings shall be submitted to the *manager* by the person convening the meeting within five working 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. The meeting shall be facilitated by the service provider, and the minutes of the meeting must be shared within 10 working days of the meeting held.

2.3 Contractor’s management, supervision and key people

The service provider will ensure that a suitably experienced and qualified project manager is appointed to manage the service. The contract manager shall possess suitable supervisory/management experience in air quality services.

The service provider will ensure that regulatory and legislative compliance is performed by competent individuals (Senior Technician and Field Technician) as specified in relevant regulations and legislation.

In the event of a person being replaced, the Contractor must inform the line manager prior to the replacement and submit an amended resource proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

All instructions and authorisations on this contract will come from the client's line manager or defined representative.

As a minimum the contractor shall provide the following personnel.

No	Role	EXPERIENCE	QUALIFICATION
1.	Project Manager		
2.	Senior Technician		
3	Field technician		

2.4 Provision of bonds and guarantees

Refer to section C1.5 of insurance clause.

2.5 Documentation control

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

The successful bidder will be required to keep accurate records of staff attendance for site inspections, work performed, project reports and other relevant documents. Records must be made accessible to ACSA and its auditors when requested. All records shall be in a format as agreed with the line manager. Noting that ACSA permits are issued subject to there being a medical in place certifying the airside driving employee fit to work, all valid permits related documents must be kept on safety file.

Reports

- The successful bidder shall ensure that all required reports (Monthly, quarterly, annual) for the corresponding month are attached to the monthly invoice. The report must be submitted not later than the first seven days of each respective month or as agreed with the client.
- Calibration as well as laboratory certificates must be attached to corresponding reports.
- The contractor must ensure that insurance requirements as outlined in section C1.5 of insurance clause is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work.

2.6 Invoicing and payment

ACSA will reimburse the service provider for ACSA issued permits; this includes initial issue at start of contract and subsequent renewals at expiry per prevailing ACSA policy and procedure. Should a contractor opt to change vehicles prior to the renewal period, then such costs of renewal will be for the contractor's account.

Invoices will be itemized per the price schedule.

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least three (3) years from the issue date. All reports shall be in a format as agreed with the Line manager from time to time.

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

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

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

The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the

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

2.7 Contract change management

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

2.8 Records of Defined Cost to be kept by the Contractor

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

2.9 Insurance provided by the Employer

Refer to section C1.5 of insurance clause.

2.10 Training workshops / development and technology transfer

- The service provider must ensure that they self-certify/self-check their work per the agreed service level agreement, scope of work, schedules and/or per regulation / legislation / industry best practise.
- The service provider must always be up to date with latest legal requirements pertaining to air quality through attending workshops, etc.
- The service provider is expected to transfer necessary knowledge to the client.

2.11 Supply of spare equipment

The 3rd party quotation will be required when necessary. Provisions are under part C2.2 in pricing schedule B.

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

▪ Equipment

Air quality monitoring equipments

Air quality assets as indicated in ACSA Finance asset register

▪ Information and other things

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

3. Health, safety, security, environment, and quality assurance

3.1 Health, safety, security, and risk management

An Occupational Health and Safety File in line with the Occupational Health and Safety Act 85 of 1993 as well as in line with ACSA guidelines must be submitted. Work will only commence once the safety file has been approved by the Occupational Health and Safety representative and a permit to work is issued. The requirements of a safety file are in appendix A

The Service Provider will supply personnel with the necessary PPE, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements.

The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities. Risk assessment will need to be conducted by the service provider prior to work commence, a sample of a generic risk assessment is in appendix C.

The *Contractor* shall comply with the health and safety requirements annexure A to this document.

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

Permits

- The successful bidder shall not be compensated for any additional costs relating to ACSA required permits, nor for labour/time spent in obtaining such permits. An allowance must be made in the Activity Schedule in this regard.
- All staff members required to work on site are required to undergo Airside Induction Training prior to application for permit.
- The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result. This will include the permit application process.
- The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.

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

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

- Note that the successful bidder will have no claim against ACSA in the event that a permit request is refused.
- Permit costs must be billed at cost, no mark-up will be allowed on these costs.
- The successful bidder will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned/dismissed will not be paid for by ACSA.
- The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:
- Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.
- Proof attendance of the general security awareness training is required.

Vehicle

The vehicles to be used on site must not be more than 8 years old throughout the service. The following are operational requirements that shall be met prior to a vehicle permit being issued:

Requirements for Operational Vehicles and Equipment

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

- Usage
 - These procedures apply to all vehicles and equipment operating airside of the site.
- Operational Vehicles and Equipment
 - In instances where in the required documentary evidence of the vehicles, age cannot be provided, the Airside Vehicle Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (8) years;
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.
 - In the event that a Safety Compliance/ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification.
- Signage
 - All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;
 - The vehicle/equipment shall display signage which includes both prefix and a company logo;

- The registration number of the vehicle/equipment shall not be used as a prefix;
- The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;
- Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
- The company logo need not conform to the above standard, as each company has their specific logo;
- The company's prefix shall be clearly visible and have a minimum of two (2) 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.

Cell phones and general communication

- The use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.
- The nature of this contract requires that the Project Manager be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.
- The successful bidder shall in addition to prescribed reporting requirements ensure that photographic evidence such as pictures are taken as proof of compliance and adherence to work activities. Such evidence must be uploaded to agreed platforms e.g. **WhatsApp groups** to enable real time management and to archiving systems such as **Microsoft teams**.

3.2 Environmental constraints and management

Environment

- At no time shall contractors work result in environmental nuisance, interference or danger to the public or any other person working at the Airport.
- At no time shall the contractor allow any pollution or toxic substance to be released into the environment.
- General duty of care as published in the National Environmental Management Act 107 of 1998 must always be complied with.
- The environmental terms and conditions to commence work (EMS 048), as appended in appendix B, must be always complied with. The service provider must complete the form prior to work commencement and ensure 100% adherence during operational phase.

3.4 Quality assurance requirements

Quality plans and control

The service provider must execute all work according to legal and industry quality norms and standards prevailing from time to time. Emphasis must be on continual improvement.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- ACSA issue permits which are issued in line with policies and procedures of ACSA. The contractor shall ensure that they fully familiarise themselves with ACSA's safety and security requirements and ensure that all employees are fully trained on such requirements.
- Relevant experience
- Relevant qualification.

4.1.2 BBBEE and preferencing scheme

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

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

4.2.2 Subcontract documentation, and assessment of subcontract tenders

All third-party procurement which is done / executed will be on a proven cost basis.

ACSA reserves the right to verify prices submitted are market related before approving quotes. All quotes must be provided by recognized suppliers/providers for the specific item.

All payments for 3rd party procurement will be made at the net cost paid excluding VAT (discounts deducted).

The contractor will then add the agreed mark up to the net cost.

4.2.3 Limitations on subcontracting

All works that are subcontracted, must be subcontracted out to entities/companies with the required expertise and experience for the type of work they are subcontracted to perform. Proof of such expertise and experience shall be made available upon request to the satisfaction of the client.

4.2.4 Attendance on subcontractors

Third Party Procurement Specific

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of pricing schedule B. All goods and additional services will be purchased through third party procurement on proven cost and upon written agreement with the line manager.

5. Working on the affected property

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

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

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

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

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

Proof of having attended the airside induction training course and other relevant training 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.

Note: All vehicles intended to be used on the airside must not be older than 8 years for the duration of the contract per prevailing ACSA policy and procedures.

ACSA reserves the right to revoke permits at its discretion when deviation to ACSA procedure or legal requirements are noted. All employees are expected to fully comply with ACSA policies, procedures, house rules, applicable legislation and not engage in any activity that may cause harm to the client. It is the responsibility of the appointed contractor to ensure that he is familiar with all requirements and ensure that all staff is fully trained.

5.2 People restrictions, hours of work, conduct and records

List of all resources deployed to KSIA for the duration of the contract must be provided and maintained in a safety file.

- Full names
- Copies of ID docs
- Record of medicals
- Copy of CV's, qualifications, and other relevant training records (e.g. ACSA training such as AIT, AVOP, temporary permits etc.)

6. Service Level Agreement

6.1 Operational hours

Normal **airport operational hours** shall be regarded as being **from 04:30 to 23:30** for every day of the year. However, this may be amended by the Line manager from time to time and (within reason) shall have no impact on the Contractors fee and rates.

6.2 Human resources

The following minimum standards shall apply to resourcing:

- When required and during operational hours, the Contractor shall have relevant personnel on-site to successfully conduct air quality monitoring, station servicing, calibrations, and maintenance as per manufacturer requirements.

6.3 Qualifications

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

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

Performance Management

Sample of response times and low performance damages in table 1 below:

Key Performance Area	Response times	When	Target	Low Performance Damages
Timeous response on communications received	8 hours	Any given time	100% responses to communication must be achieved	Early warning
Failure to meet target date and time for submission	Per schedule	As and when required	100% must be achieved for submissions.	Written warning
Attendance of meetings by the project manager or delegated representative	As per meeting date	As and when required	100% attendance must be achieved	Written warning
The contractor fails to disclose changes in personnel prior to implementing change.	Immediately	As and when it happens	100% of disclosure must be achieved	Written warning
Staff used on site does not meet the prescribed qualifications against the Contract specifications	Immediately	Daily	Staff to meet requirements at all times	Immediate removal from the project

The contractor's reports do not meet the set requirements.	4 hours	Per reporting period	All reports must meet approved requirements.	Written warning
Failure to participate (audits, meetings, awarenesses or campaigns, other activities) when required	8 hours	As and when required	100% participation when requested.	Written warning
Failure to adhere to contract	Immediately	Daily	100% compliance with the contract conditions must be achieved.	Contract termination

Item	Description	Rating					N/A	Comments
		1	2	3	4	5		
1.	Reporting: All relevant monitoring reports submitted on time	1	2	3	4	5	N/A	
2.	Personal Protective Equipment: Wearing of required PPE	1	2	3	4	5	N/A	
3.	Safety and Security: ID card always clearly visible. Vehicle is branded appropriately and airside worthy	1	2	3	4	5	N/A	
4.	Reliability: Information is available timeously with no follow ups on the request to be done	1	2	3	4	5	N/A	
5.	Reliability	1	2	3	4	5	N/A	
6.	System of work in place and aligned to specifications	1	2	3	4	5	N/A	
7.	Payment's documentation: Invoice submitted on time	1	2	3	4	5	N/A	
Total Score	/Total							

Notification of Low Service Damages:

- The client will notify the contractor in writing of its intention where targets are not met.
- Any external claims or charges received by the client as a result of poor services levels being rendered by the contractor will be for the account of the contractor.
- Furthermore, the client will hold the contractor liable for any costs incurred as follows:
 - a result of negligence of the contractor
 - as a result of unreasonably poor performance including time taken to execute works.
 - Non-compliance to issued timelines for due submissions
- Low service damages will be limited to a maximum of 3 written warnings per month, over and above that will lead to contract termination

Contract performance will be conducted at planned intervals. A sample of the performance measurement scorecard is illustrated below:

Rating Scale:

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

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

- Failure to maintain air quality station in a working condition.
- Failure to timeously advise the client of any incident or deviations that may negatively impact compliance of airport ambient air quality related operations.
- Failure to comply with training requirements as prescribed in the tender document and agreed between the parties.
- Failure to submit required reports in line with applicable timelines.
- Disregards or does not pay attention to lawful commands by the authorised representative of the Employer.
- The contractor and/or its employees are negligent or slack in the execution of their duties.
- The contractor and/or its employees behave disorderly or ill-mannered whilst rendering services.
- The contractor and/or its employees use alcohol and/or drugs or is under the influence of alcohol or drugs whilst rendering services.
- Use of the premises of the Employer unlawfully.
- Allows family and friends or any other person to enter the premises without permission, for reasons other than to do business with the Employer or tenants on the premises.
- Does not comply with the applicable by-laws, OHS and NEMA requirements.
- Employees are not in possession of identity cards as required or falsely perform duties of a specific grade, without the necessary qualifications.
- Employees may not speak to the press, release information or discuss events with persons external to the Employer.

Reporting of non-conformances

Any deviations in a contract will be reporting following a non-conformance reporting.

<u>NON-CONFORMANCE REPORT (NCR) PROCESS</u>
--

- | | |
|---|---|
| 1 | The ACSA representative notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form. |
| 2 | The ACSA representative completes the first part of the form and issues it directly to the Contractor's representative . |
| 3 | The Contractor's representative signs acceptance and understanding of the NCR |
| 4 | The Contractor's representative informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date. |

- 6 The **Contractor's representative** submits the response e-mail .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the **Contractor's representative** must re-submit a solution.
- 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative then** informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor

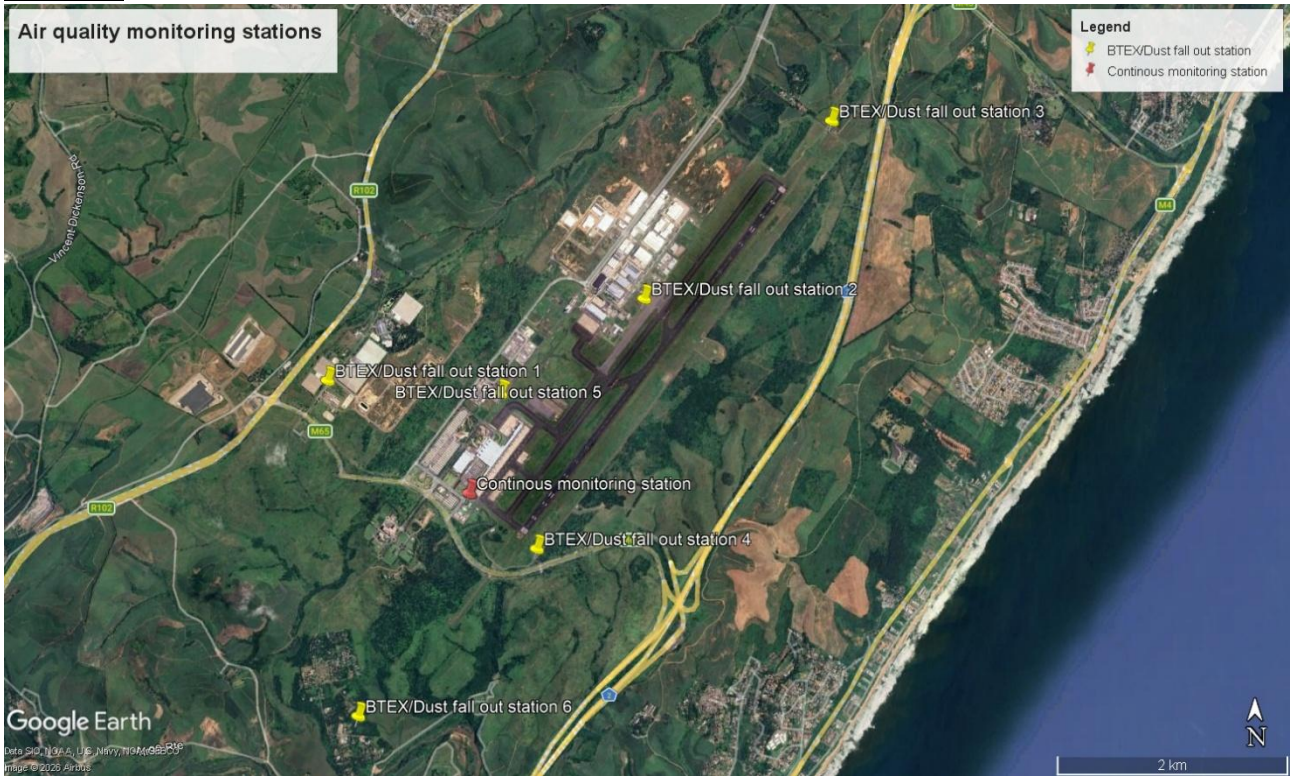
Note: All parties shall ensure that no delays are caused in the above chain of events.

The shaded areas are to be completed by the **Contractor's representative**

PART 4: SITE INFORMATION

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

SITE PLAN



APPENDICES**APPENDIX A**

Contractor Name:		Contract Number	
Project Manager:		Airport:	
Area where work is to be performed:			
Scope of Work			

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments		
	16(1), 16(2) & 8(2)		
	SHE Representative		
	First Aider(s)		
	Fire Marshall		
	Supervisors		
	Lifting supervisor		
	Construction 5(k)		
	Fall protection planner		
	Risk Assessor		
	Incident Investigator		
	Scaffold inspector		
2.	Scope of work		
3.	Risk assessments		
4.	Equipment and tools list		
5.	Safe working procedures		
6.	Toolbox talks		
7.	ACSA Safety, Health and Environmental Induction		
8.	Signed Section 37(2) Agreement		
9.	Valid Letter of Good Standing		
10.	Method Statement		
11.	Project Specific SHE Plan		
12.	Fall protection and rescue plan where applicable		
13.	Lifting plan where applicable		
14.	Valid Medicals fitness certificates as per Annexure 3 of the CR 2014 regulations		
15.	ID copies of the employees on-site		
16.	Pre-populated WCL2 form		
17.	Emergency Plan and Contact details for emergencies		
18.	Proof of competencies		
19.	Notification of construction work or Construction Permit if applicable.		
20.	Signed Environmental Terms and Conditions to Commence Work – EMS 048 attached		

21.	Approved Airside Safety Plan		
22.	Register of sub-contractors and activities to be undertaken		
23.	Select relevant high-risk activity to be performed <ul style="list-style-type: none"> • Work at Heights • Hot Work • Work on Electricity • Work in Confined Space • Excavation • Work on machinery • Other 		

Verification Status

SHE File Verified	Yes	No	Date	
General comments				
Details of SHE File reviewer				
Full name and Surname:			Signature:	
Designation:				
Acknowledgement by the Contract Manager				
Full name and Surname:			Signature:	
Designation:				
Acknowledgement by Contractor				
Full name and Surname:			Signature:	
Designation:				

NB*The contractor remains responsible and accountable for the contents and compliance of the safety file

APPENDIX B**Environmental management****Service & Maintenance Contractors****Environmental Terms and Conditions to Commence Work - EMS 048**

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

• ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall always maintain a tidy, litter free environment in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 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 Hazardous Chemical Substances (HCS) & of	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
• Training Awareness &	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

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

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

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

at: _____ (airport name).

APPENDIX C**BASELINE HIRA: EXAMPLE OF ACSA GENERIC HAZARDS ASSESSMENT**

Baseline Risk Assessment	
Project Name:	Air Quality monitoring Services for a period of 36 months at King Shaka International Airport.
Document Number: HIRA 1	Revision Number: 001

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

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

		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

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

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

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

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

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