



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: ORTIA7727/2024/RFP**

**TITLE OF PROJECT: Provision of Comprehensive Pest Control Services at O.R. Tambo International Airport**

**NEC 3: TERM SERVICE CONTRACT (TSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at O.R TAMBO AIRPORT**

(Registration Number: 1993/004149/30)

and

(Registration Number: \_\_\_\_\_)

for Provision of Comprehensive Pest Control Services for a period of 60 months at O.R. Tambo International Airport

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**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

The employer, identified in the acceptance signature block, wishes to enter into a contract for the Provision of Comprehensive Pest Control Services for a period of 60 months at O.R. Tambo International Airport.

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

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); (in figures) \_\_\_\_\_

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

**for the contractor**

Signature ..... Date .....

Name ..... Capacity .....

(Name and address of organisation) .....

Name and signature of witness .....

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

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the 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 agreement)
- Part C2: Pricing data and Price List
- 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 contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**for the Employer**

Signature ..... Date .....  
Name ..... Capacity .....

Airports Company South Africa,  
Western Precinct Aviation Park, O.R. Tambo International Airports,  
Kempton Park, Johannesburg,  
1632

Name and  
signature  
of witness ..... ..

**Schedule of Deviations**

- 1 Subject .....  
Details .....  
.....  
.....
- 2 Subject .....  
Details .....  
.....  
.....
- 3 Subject .....  
Details .....

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

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

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

**C1.2 Contract Data**

**Part one - Data provided by the Employer**

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	<b>A: Priced contract with price list</b>
	dispute resolution Option:	<b>W1: Dispute resolution procedure</b>
	and secondary Options:	<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>

**Z: Additional conditions of contract**

of the NEC3 Term Service Contract (April 2013)

10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	Western Precinct Aviation Park, O.R. Tambo International Airports, Kempton Park, Johannesburg, 1632
10.1	The <i>Service Manager</i> is:	Manager Civil Maintenance
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	O.R. TAMBO INTERNATIONAL AIRPORT
11.2(13)	The <i>Service</i> is	Provision of Comprehensive Pest Control Services <b>as set out in Part C3 Service Information.</b>
11.2(14)	The following matters will be included in the Risk Register	Refer to attached Annexure F
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>30 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	<b>5 years from the <i>starting date</i></b>

<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the conditions of contract</b>
<b>5</b>	<b>Payment</b>	<b>30 DAYS</b>
50.1	The <i>assessment interval</i> is on the	15th day of each successive month <b>(4) weeks (not more than five)</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	<b>Refer to Part C1.4</b>
<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>

W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organization who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>
<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary option.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>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</b>
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	<b>The total of the costs incurred and/or damages caused to the property</b>
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	<b>The total of the costs incurred and/or damages caused to the property</b>

X18.4	<p>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</p>	<p><b>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 costs incurred and/or damages caused to the property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</b></p> <p><b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b></p> <ul style="list-style-type: none"> <li>- <b>Loss of or damage to the Employer's property,</b></li> <li>- <b>Defects liability,</b></li> <li>- <b>Insurance liability to the extent of the Contractor's risks</b></li> <li>- <b>death of or injury to a person</b></li> <li>- <b>infringement of an intellectual property right.</b></li> </ul>
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**Z      The *Additional conditions of Z1 – Z19 contract* are**

**Amendments to the Core Clauses**

Z1	<p>Interpretation of the law</p>
Z1.1	<p><b>Add to core clause 12.3:</b></p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>
Z2	<p><b>Providing the Service:</b></p>
Z2.1	<p><b>Delete core clause 20.1 and replace with the following:</b></p> <p>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.</p>
Z5	<p><b>Termination</b></p>

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- Z5.1** Add the following to core clause 90.1, 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”.
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#### Amendment to the Secondary Option Clauses

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**Z7** Limitation of liability:

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**Insert the following new clause as Option X18.6:**

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

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**Z8** Cession, delegation and assignment

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- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
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**Z9** Joint and several liability

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- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
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**Z10** Ethics

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- Z10.1** The *Contractor* undertakes:

- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

**Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

**Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

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

**Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

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**Z13**     **Liens and Encumbrances**

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

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**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.

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**Z15 Dispute resolution:**

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- Z15.1 Appointment of the Adjudicator**

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

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

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

## Z15.2 Appointment of the Arbitrator

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

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

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**Z16 Notification of a compensation event**

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

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**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 do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

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**Z18 Communication**

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

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

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

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**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.

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**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2 The following matters will be included in the Risk Register

Existing Services

- Access to Site
  - Delay in supply of material and/or equipment
  - Progress of the works against the program
  - Travelling public and ACSA stakeholders
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## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA O.R TAMBO INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  Western Precinct Aviation Park, O.R. Tambo International Airports, Kempton Park, Johannesburg, 1632

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

- a. Public Liability Insurance Cover as required by the Subcontract Agreement.
- b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
--

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment

without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.4: ACSA INSURANCE CLAUSES**

*Refer to Appendix A*

## C2.1 Pricing Assumptions

### ACTIVITY SCHEDULE – PREAMBLE

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

13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Engineer.

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

## C2.2 The Price List

### Annexure B: The Price List is as follows

Description	Unit	Qty	Rate	Total Cost
<b>Section A - Management Fee</b>				
(Monthly management fee - flat rate for all services Contract management, telecoms, disbursements.) Please provide detailed breakdown.	Monthly	12		
<b>Section A – Total Cost</b>				
<b>Section B - Staff Costs</b>				
Technician (Dayshift)	Monthly	12		
Technician (Nightshift) (5nights per week)	Monthly	12		
General assistant (Junior Technicians)	Monthly	12		
General assistant (Nightshift) (5 nights per week)	Monthly	12		
<b>Section B – Total Cost</b>				
<b>Section C - Equipment, PPE and Vehicles</b>				
<i>Monthly fee for equipment, application systems, PPE, safety equipment and consumables. Please provide detailed breakdown.</i>				
Equipment (including maintenance)	Monthly	12		
Application Systems	Monthly	12		
Transport (Based on estimated KM 3000)	Monthly	12		
Safety Equipment	Monthly	12		
Consumables	Monthly	12		
<b>Section C – Total Cost</b>				

Section D - Administrative and sundry costs				
Site inspections, data reports, monthly operational reports, recommendations and training. Please provide detailed breakdown.	Monthly	12		
Section D – Total Cost				
Section E - Waste Disposal Costs (Estimated)				
Safe disposal of carcasses and other waste. Waste disposal certificates to be provided.	Monthly	12		
Section E – Total Cost				

Description	Unit	Qty	Rate	Total Cost
Section F - Provisional Sums				
Provisional permit costs (permits, vehicle permit, induction costs (AIT and AVOP) - renewable once every two years. Provisional Sum is R30,000.00 for the full duration of the contract and will be based on proven costs.) <b>Note:</b> breakdown over the 5-year contract period = $R30,000.00/5 = R6,000.00$ .	1	Per year	Prov Sum	R 6,000.00
Section G – Total Costs				
Section H – Ad-hoc Costs				
<i>Each ad-hoc cost to be based on 5 hours spent on site per occurrence and should include all related costs including call out fee. These are indicative frequencies for price comparison purpose only and may fluctuate.</i>				
Termite nests: Removal and Treatment	Monthly	12		
Bee Removal (response time 24 hours)	Monthly	12		
Bird nests (response time 24 hours)	Monthly	12		
Crickets, Locusts seasonal plagues (response time 24 hours)	Monthly	12		
Net price per meter (repairs)	Monthly	5m minimum / month		

Spikes price per meter	Monthly	5m minimum / month		
Culling per event	Monthly	12		
<b>Section C – Total Cost</b>				

### TOTAL PRICE SUMMARY TABLE

Year 1 Pest Control Services Expenditure	
Description	Total (excluding VAT)
Section A - Management Fee	R
Section B - Staff Costs	R
Section C - Equipment, PPE and Vehicles	R
Section D - Administrative and sundry costs	R
Section E - Waste Disposal Costs (Estimated)	R
Section F - Provisional Sums	R
<b>Section G – Total Costs</b>	R
	R
Section H – Ad-hoc Costs	R

### Expenditure over FIVE years contract including \*price adjustments

Description	Total (excluding VAT)
Total: year 1	R
Total: year 2 (Total year 1 excl. Price List 1 & plus CPI escalation*)	R
Total: year 3 (Total year 2 plus CPI escalation*)	R
Total: year 4 (Total year 3 plus CPI escalation*)	R
Total: year 5 (Total year 4 plus CPI escalation*)	R
<b>5-years estimated contract value (TOTAL YEAR 1 + 2 + 3 + 4 + 5) **</b>	<b>R</b>

\*\*Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices (Headline year-on-year rates). 6% escalation should be used for illustrative purposes.

**\*\*THIS AMOUNT TO BE CARRIED OVER TO C1.1 FORM OF OFFER AND ACCEPTANCE**

**PART 3: SERVICE INFORMATION**

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

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## Description of the *service*

### Executive overview

The objective is to maintain the immediate Airport environment of the General Infrastructure at O.R Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the Comprehensive Pest Control Services at O.R Tambo International Airport to aid the property in this regard

The Airfield Standard Operating Procedure B120001ASOP, Rodent and Insect Control, allocates responsibility to Maintenance and Engineering Personnel to ensure safe eradication of rodents or insects at airports so that the health of personnel and passengers is not affected. The services are provided through a service provider that is certified by the Department of Agriculture, Forestry and Fisheries in terms of Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.

### *Employer's requirements for the service*

## 3.3 Scope of Work

### DESCRIPTION OF THE WORKS

#### As Reflected in the BID DOCUMENT:

- Bidder will maintain services of Pests Control at O.R Tambo International Airport that includes all the facilities at Airport Company South Africa (ACSA). The Bidder will be appointed directly by Airports Company of South Africa.
- The Bidder shall provide professional pest control services at all O.R Tambo International Airport Buildings including, restaurants, airline offices, leased premises at passenger terminals, office parks and remote areas.
- The Bidder shall supply all chemicals, tools, labour and all equipment necessary for the proper execution of pest control services.
- Chemicals used must comply with requirements of relevant government authorities and be environmentally friendly.
- The Bidder is to furnish names of all chemicals/insecticides to be used with the authorities' approval to ACSA within 10 days from the award of the contract.
- Only chemicals approved by the Department of Agriculture, South Africa are allowed for application in the premises.
- It is also the Bidder's responsibility that chemical usage does not defer from laws and regulations stipulated by the local and national government.
- All insecticides and chemicals must be used discretely thus treatment should not cause damage or be corrosive to the buildings, equipment and electrical appliances.

- All chemicals which will be stored at ACSA premises are to be properly labelled and stored systematically and neatly.
- The Bidder shall provide their own shelves if required, the Bidder is also expected to provide the relevant Material Safety Data Sheets (MSDS) for ALL chemicals used in and around ACSA premises.
- It is also the Bidder's responsibility to ensure that an updated list and MSDS (Material Safety Data Sheets) be provided to ACSA immediately should there be a change.
- The on-site premises if provided by ACSA are to be maintained by the Bidder in a hygienic manner.
- All proper precautions and safety measures are to be observed by the Bidder when storing chemicals and equipment on ACSA premises.
- The Bidder is to provide safety equipment like fire extinguishers at this storage area.
- Good housekeeping must also be observed at all time.

Also note the requirements below:

- a) Provision of a work method statement.
- b) Provision of a continuous improvement plan
- c) Provision of Risk Assessment
- d) Provision of Safety file
- e) Provision of guarantees to completed works in terms of workmanship and materials.
- f) Certain works to be executed after normal operational hours and during normal operational hours prior to approval from the ACSA contracts manager.
- g) No works are to take place without permission and authorisation of the ACSA contracts manager.
- h) Records should be kept of pest activity and bait placements.
- i) No works are to take place if a security breach has not been secured, applies to Airside.

**All areas:**

- International arrivals and departures
- Domestic arrivals and departures
- Transport Plazas, Car Rentals and Vehicle holding areas
- General Walkways, sidewalks, subways, bussing gates, stairways and other outside buildings,
- Fire escapes
- Police and security areas
- All Security check points, access points and guardhouses.
- All Parkades
- All common areas
- International and Domestic Baggage Sortation Halls including conveyers and carousels.
- Terminal Buildings, Office Parks, Cargo, Maintenance offices and workshops and Fire station
- Smoking shelters
- ACSA staff parking
- All courtyards including waste storage rooms, goods receiving yards

- All Airbridges.
- All Drainage reticulation and service ducts.
- External building perimeter pest infestation
- X-Ray machines (chemicals to be equipment friendly)
- All Electrical infrastructure (e.g. Substations, localizer buildings, etc.)
- All ACSA storage facilities (e.g. Basements and storerooms)
- Waste sortation area's (e.g. Central Facility Foxtrot 3, etc.)
- All IT infrastructure (e.g. server and plant rooms)
- Sewerage waste facility (airside)
- All service passages and corridors (e.g. Back passages)
- Electronic equipment as and when specified
- All garden areas in proximity to the terminals
- Ceilings and roof spaces to all ACSA buildings and facilities
- Vending machines pay points and containers.
- Protocol Lounge
- This is not an exhaustive list of areas and may from time to time be adjusted by the ACSA Manager: Building and Facilities Maintenance.

**In addition:**

- Periodical spraying and fumigation of areas in a 6 week cycle
- Provision of rodent trap boxes and pellets in office areas, parking areas, warehouses, gardens and perimeter fence and replenishing of pellets as and when needed based on inspections done periodically
- Provision of labour, 2 x certified servicemen, and a vehicle for airside operations and perimeter fence
- Provision of all equipment and chemicals
- Provision of uniforms and all relevant personal protective clothing
- Provision of sub contracted services for birdproof of buildings and terminal areas
- Provision of sub contracted service for bee removals at airside areas on a call out basis

**METHOD OF TREATMENT AND FREQUENCY**

- ACSA shall have the right to alter the frequency as and when more efficient methods of treatment is available/approved.
- The Bidder will play a crucial role in ensuring that the premises within ACSA remains pest free all the time.

The table below shows the minimum requirement on operational frequency and method of treatment:

The Bidder is expected to service the site daily, adequately trained staff should be on standby for any incident

<b>Types of Services Required</b>	<b>Frequency</b>
Immediate collection and disposal of all dead/poisoned & trapped rats or other carcasses.	Daily
Service of all crawling insects, rats, mice, cockroaches, termites, bugs, etc (As per the description as previously listed.) To prevent infestations in staff, restaurant, airline, handler spaces.	Monthly
Install, monitor and change (when necessary) sticky fly traps.	Monthly
Monitor and ensure effectiveness of Ekomile units and other electrical devices and provide a report.	Monthly
Inspection and treatment against termites in all areas.	Monthly
Fumigation of the sewerage network against cockroaches.	Quarterly
Extermination of all pests in and around the entire premises. Placing, removal and replenishment of rodent's baits and glue boards. Glue boards and baits should be placed along all possible rodent running routes. Poisonous baits should never be allowed to contact with food. A detailed rodent report containing details of baits/traps used and their location and results of treatments should be submitted on a weekly and monthly basis to ACSA.	Monthly
Detection and destruction of potential breeding and other harbourage of rats, cockroaches, flies, fleas, mosquitoes and other insects and pests in and around the premises.	Monthly
Animal carcass removal and site disinfection including rats, mice, cats, dogs, and birds. Bee removal and relocation.	As necessary

that may occur over weekends and public holidays. This will be treated as an ad-hoc request. The technician will attend to the Helpdesk calls daily prior to the scheduled daily services and treatments.

All chemicals applied within/onto food-service compounds must be of food grade. The Bidder will need to adhere to all the above frequency and inspections. The above maintenance report will need to be submitted to the contract manager monthly as a proof of service conducted. Contract manager will conduct random audits to check if inspections and monthly treatment are not being skipped or manipulated.

The Bidder's attention is drawn to the operational hours of the airport and that certain treatments and inspections can only be undertaken after-hours or at an agreed time to suit operations.

Rare infestations or treatments will be considered on an ad-hoc basis especially where specialist services are required to be sub-contracted. (Please refer to Third-party procured items)

### **Employer's objectives**

The objective of this contract is to maintain the serviceability of the infrastructure at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to

general safety and aviation related legislation. The Contractor will provide pest control services on a five day per week from 08h00-16h30 basis. The service would be conducted on a six weekly cycle and provision must be made for one week of nights shifts from 20h00-04h30. The service should include but not be limited to the control of, cockroaches, ants, fleas, flies, moths, snakes, grass hoppers and all kinds of rodents i.e rats and mice, removal of bees and any other ad hoc pest control required due to weather and other related changes.

### **Overview of the works**

In brief, the Contractor will be responsible for provision of pest control and bee removal services which comprise of:

1. Provide all equipment and consumables required for the control of pests and rodents
2. Provide all personal protective clothing
3. Provide a vehicle to enable servicing of all areas including the perimeter fence
4. Provide services for bee removals
5. Provide services for bird proofing maintenance and culling of birds where necessary

### **Extent of the works**

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Service Manager. Refer to the Annexes for the required system performance indicators.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. . The Contractor shall further ensure that any staff member partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall be defect free, guaranteed for a period of 90 days after completion of the work.

All work shall be charged according to the Price list. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Price List. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource

will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

### **Location of the works**

The Works are located at O.R. Tambo International Airport – in restricted and access-controlled areas. It is crucial for the Contractor to note that O.R. Tambo International Airport is a National Key Point and governed as such.

### **PROCUREMENT**

Preferential procurement procedures Requirements

The Contractor will respect OEM (Original Equipment Manufacturer) warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

The Contractor must adhere to all airport requirements regarding fire resistance, health and safety and quality when procuring replacement fencing components.

ACSA currently requires that no casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA.

#### **Subcontracting**

No part of this Contract may be subcontracted unless with written approval from ACSA. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the main Contractor.

### **MANAGEMENT**

Management of the works

Particular / generic specifications

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

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

### **Planning and programming**

All maintenance work shall be scheduled and a schedule presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any airport operations. The Contractor may not utilize scheduled maintenance 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 Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should the employer benefit by the arrangement.

### **Methods and procedures**

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

- Assisting with emergency repairs
- Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data to ACSA or it's consultants
- Recommending improvement on maintenance procedures
- Co-operating with ACSA Security relating to security initiatives

### **Quality plans and control**

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

### **Environment**

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

At no time shall the Contractor:

allow any pollutant or toxic substance to be released into the air or storm water systems interfere with, or put at risk, the functionality of any system or service cause a fire or safety hazard

### **Format of communications**

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

### **Key personnel**

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided as part of the tender returnable documentation. This will, as a minimum, include all persons from supervisor level to management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

### **Management meetings**

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

### **Electronic payments**

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

### **Daily records**

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

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

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

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

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

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

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

## Interpretation and terminology

### 1. Definitions

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

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

1.2 "Contract" - means the written agreement entered into between ACSA and the Contractor, on or about (Contract Reference CTIA RFQ - Rubber removal services), as amended, varied, restated, novated or substituted from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ORTIA	O.R Tambo International Airport
ICAO	International Civil Aviation Authority
SANS	South African National Standards
CAA	Civil Aviation Authority
NKP	National Key Point
RWY	Runway
TWY	Taxiway
RESA	Runway End Safety Area
ILS	Instrument Landing System

### Management strategy and start up.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last week of the month at 09h00__	ORTIA	Employer, Contractor
Overall contract progress and feedback	Monthly on last week of the month at 09h00_	ORTIA	<i>Employer and Contractor</i>

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

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

### Contractor's management, supervision and key people

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

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

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

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

### Provision of bonds and guarantees

N/A

### Documentation control

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

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

### Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

Airports Company South Africa SOC Ltd

Western Precinct Aviation Park, O.R. Tambo International Airports,  
Kempton Park, Johannesburg,  
1632

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- Contractor's* VAT registration number;
- The *Employer's* VAT registration number \_4930138393\_\_;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

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

**Contract change management**

N/A
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**Records of Defined Cost to be kept by the *Contractor***

N/A
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**Insurance provided by the *Employer***

Refer to ACSA Insurance Clauses C1.4: ACSA INSURANCE CLAUSES
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**Training workshops and technology transfer**

Permits

The *Contractor* shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.

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

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

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

### Design and supply of Equipment

N/A

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

#### Equipment

N/A

#### Information and other things

N/A

### Management of work done by Task Order

#### Duties of Contractor

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

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

13. Attendance at meetings from time to time with the Employer in order to discuss services that require clarification or action.
14. Direction and monitoring of specialist Sub-contractors.
15. The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
16. The motivation of all tests and inspections required on the installation and/or their component parts in compliance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
17. Notifying the employer's representative of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
18. Payment of penalties defined in this contract within one month from receiving the notification of a penalty, failure to pay penalties will give the employer the right to deduct the penalty from the next invoice payment.
19. The Contractor may sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.
20. The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities.

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

21. The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.

22. The Contractor shall determine periodically through his detailed inspections of the site, if additional services are required of him. Should such services be necessary, the Contractor shall advise the Employer in writing, giving full details of the proposed additional services and the proposed variation of the contract price, based on the Schedule of Rates.

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

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

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

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

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

## **Health and safety, the environment and quality assurance**

### **Health and safety risk management**

#### Health and safety

#### Health and safety requirements and procedures

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

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

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

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

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

Protection of the public

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

Barricades and lighting

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

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

**Environmental constraints and management**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
ENVIRONMENTAL MANAGEMENT  
POLICY - T010P**

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce energy consumption.
- Actively seek out opportunities to reduce our carbon footprint, as well as that of the aviation industry.
- Measure our carbon footprint at Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed

A handwritten signature in black ink, appearing to read "A. Brink".

Date: 17<sup>th</sup> January 2017

Issue No: 10

Chief Executive Officer: Airports Company South Africa SOC Limited

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

### **Quality assurance requirements**

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

### **Procurement**

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment and spares. All structural steel procured shall be at all times hot dipped galvanized unless otherwise specified. The 3rd Party Mark-up shall be applicable to all third party procurement materials not priced in the bill of quantities.

### **People**

#### **Minimum requirements of people employed**

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

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

#### **BBBEE and preferencing scheme**

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

### **Subcontracting**

#### **Preferred subcontractors**

N/A

#### **Subcontract documentation, and assessment of subcontract tenders**

N/A

#### **Limitations on subcontracting**

No part of this Contract may be subcontracted unless it is done with written approval from ACSA. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the main contractor.

#### **Attendance on subcontractors**

N/A

## **Plant and Materials**

### **Specifications**

All supplied fabricated iron and steel parts shall be hot dip galvanized to the SABS specification unless otherwise agreed with employer representative.

Equipment, Spares and Material:

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

Detailed description of equipment available must be provided.

### **Correction of defects**

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

The minimum preventative maintenance to be effected on all work areas listed in the contract and details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent failures as detailed in the contract from occurring. The Contractor will be held liable for the repair of any failure as a result of corrosion or damage and the Contractor must identify the critical areas on their maintenance report and notify the contract supervisor for the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.

### **Contractor's procurement of Plant and Materials**

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and all materials required for maintenance work. Spares and materials are to be delivered within 1 day.

### **Tests and inspections before delivery**

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

### **Plant & Materials provided "free issue" by the Employer**

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

## Working on the Affected Property

### Location of the works

The Works are located at O.R Tambo International Airport at various locations in restricted and access-controlled areas (landside and airside). It is crucial for the Contractor to note that ORTIA is a National Key Point and governed as such.

### Nature of Service

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

### Night Work

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

### Environment

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

At no time shall the Contractor:

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

**SCHEDULE OF AREAS TO BE MAINTAINED**

1.	<p><b><u>International Pier:</u></b></p> <p>Public Concourse</p> <p>**Ablution Facilities/Pipe shafts/Sluice rooms: 6XM, F, B, D</p> <p>**Boarding gates (lower and upper corridors)</p> <p>Bussing Gates</p> <p>Safety Offices (E13)</p> <p>Ablution Facilities/ Pipes shafts/ Sluice rooms:</p> <p>1X M, F</p> <p>Fire Escapes</p> <p>Fire ducts/ Telephone ducts</p> <p>Electrical distribution boards/ Service shafts</p> <p>Trolley Passages/ Lifts</p> <p>Passages/ Lifts</p>
2.	<p><b><u>Terminal A:</u></b></p> <p>Public Concourse:</p> <p>**Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>**8XM, F, B, D and 7XM F, D and 1XM, F, 2XD</p> <p>Mezzanine Floors:</p> <p>Passages/ Lifts</p> <p>ACSA Offices, Contractor offices/ Kitchens/ Rest rooms</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms:</p> <p>5XM, F, D</p> <p>**Baggage belts 1-10</p> <p>**Check in counters: Departures 1-104</p> <p>**Boarding gates (lower and upper corridors)</p> <p>**Security check point</p> <p>Offices/ Rest rooms/ Kitchen</p> <p>Retail Back Passages</p> <p>Trolley Passages/ Lifts</p> <p>**Departures: Passport Control counters</p> <p>**Arrivals: Immigration counters</p> <p>Fire Escapes</p> <p>Information counters</p>

	<p>Fire ducts/ Telephone ducts</p> <p>Electrical distribution boards/ Service shafts</p>
3.	<p><b><u>Domtex-Terminal B:</u></b></p> <p>Public Concourse:</p> <p>**Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>**9XM, F, B, D</p> <p>4<sup>th</sup> Floor ACSA Offices, 2<sup>nd</sup> Floor:</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms:</p> <p>2X M, F, D</p> <p>C5, C7, C8: Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>3X M, F, D</p> <p>*Baggage belts 1-8</p> <p>**Boarding gates (lower and upper corridors)</p> <p>**Bussing Gates</p> <p>**Check in counters 76-153</p> <p>**Security check point:</p> <p>Rest rooms/ Kitchen/ Offices</p> <p>Permit office</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>2X M, F, D</p> <p>Offices/ Kitchen/ Rest rooms</p> <p>Retail Back Passages</p> <p>Trolley Passages/ Lifts</p> <p>VIP:</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>1X M, F</p> <p>Offices/ Kitchen/ Rest rooms</p> <p>Fire Escapes</p> <p>Passenger Assist</p> <p>Information counters</p> <p>Fire ducts/ Telephone ducts</p> <p>Electrical distribution boards/ Service shafts</p> <p>Passages/ Lifts</p>

	Prayer Facility
4.	<p><b><u>CTB:</u></b></p> <p>Public Concourse</p> <p>**Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>**4X M, F, D, B and 1X M, F, D</p> <p>**Check in counters 1-75</p> <p>Security check point: rest rooms, kitchen, offices</p> <p>Retail Back Passages</p> <p>Trolley Passages/ Lifts</p> <p>Fire Escapes</p> <p>Information counters</p> <p>Media Room</p> <p>Customer care:</p> <p>Offices/ Kitchen/ Rest rooms</p> <p>Fire ducts/ Telephone ducts</p> <p>Electrical distribution boards/ Services shafts</p> <p>**Departures: Passport Control counters</p> <p>Re-check counters (19)</p> <p>View Deck</p> <p>Passages/ Lifts</p>
5.	<p><b><u>Multi Storey Parkade:</u></b></p> <p>Public Concourse</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>4X M, F 5XM, F, D</p> <p>ACSA Offices:</p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>2X M, F</p> <p>Trolley Passages/ Lifts</p> <p>Fire Escapes</p> <p>Tamper proof boxes on the ground level around City Lodge hotel</p> <p>Passages/ Lifts</p>
6.	<p><b><u>Bus Terminal:</u></b></p> <p>Public Concourse</p> <p>Ablution Facilities/ Pipe shafts:</p>

	1X M, F
7.	<p><b><u>Lower Roof (Airlines)</u></b></p> <p>Ablution Facilities/ Pipe shafts/ Sluice rooms</p> <p>2X M, F and 4XD</p> <p>Passages around offices</p> <p>Passages/ Lifts</p>
8.	<p><b><u>Lower Roof(JOC)/Parade room/Compliance/Customer care offices/View Deck:</u></b></p> <p>Public Concourse</p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:</p> <p>3X M, F, D and 1X M, F</p> <p>ACSA Offices/ Kitchens/Rest rooms</p> <p>Back passages</p> <p>Passages/Lifts</p>
9.	<p><b><u>Administration Building 3<sup>rd</sup> and 4<sup>th</sup> Floor:</u></b></p> <p>Public Concourse</p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:</p> <p>3X M, F, D. 1 x M, F</p> <p>ACSA Offices/Rest rooms/Kitchen</p> <p>Fire Escapes</p> <p>Passages/Lifts</p>
10.	<p><b><u>KB1:</u></b></p> <p>Public concourse</p> <p>Parking</p> <p>Passages/Lifts</p>
11.	<p><b><u>KB2:</u></b></p> <p>Public concourse</p> <p>Parking</p> <p>Passages/Lifts</p>

12.	<p><b><u>Baggage Basements (Terminal A, Domtex-Terminal B, CTB):</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  3X M, F and 1X D  Baggage off-loading areas  Fire Escapes  Security check points  Bins</p>
13.	<p><b><u>New Perishable Cargo:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  2X M, F  Parking  Fire Escapes</p>
14.	<p><b><u>Freight Agents Building:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  12X M, F  Passages/Lifts and kitchens  Compactor  Fire Escapes  Parking  ACSA Offices  Basement: Contractor's offices and store rooms</p>
15.	<p><b><u>Freight Warehouses:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  16X M, F  Fire Escapes</p>

16.	<p><b><u>New Complex (Training Centre, Electrical Maintenance):</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  3X M, F and 1 Unisex  Staff shower facilities  Offices, kitchens,  All power and Lighting sub stations on the airfield (to be serviced prior to arrangement)  (30)  Optic Fiber Cable (± 8.4 km)</p>
17.	<p><b><u>Fire Station (Freight: Sub), Electrical Maintenance:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  2X M, F  Offices/Kitchen/Rest rooms  Staff Shower facilities</p>
18.	<p><b><u>Taxi Rank, Shade Parking: 1, 2, 3</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F, D  Staff Canteen (Rosebank)  Parking</p>
19.	<p><b><u>Super South Gate:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F and 1 Unisex  ACSA Parking Offices  Security check points  Dog Kennels  Road Blockers  Parking</p>
20.	<p><b><u>Basements (Terminal A, Domtex -Terminal B, CTB):</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  7X M and 4X F, and 1X D  ACSA Offices, ACSA contractors store rooms  Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F and 2X Unisex  ACSA offices, Acsa Contractors offices/Store rooms/Rest rooms/Kitchens  Trolley Change rooms (Domtex -Terminal B and International)  ACSA contractors' storerooms (Domtex -Terminal B, CTB and International)  Security check point - deliveries (Domtex -Terminal B and International)  Compactors (Domtex -Terminal B and International)  Bins</p>

21.	<p><b><u>Delta Gate:</u></b>  Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F, D  Road Blockers  Security check point</p>
22.	<p><b><u>North Gate:</u></b>  Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F  Aircraft dump  Road Blockers  Security check point</p>
23.	<p><b><u>Aviation Gate:</u></b>  Security check point</p>
24.	<p><b><u>Perimeter Fence:</u></b>  21 Kilo meter fence (Rat Boxes every 15 meter)  Dumping Site (Near Super South gate)</p>
25.	<p><b><u>Charlie Gate:</u></b>  Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F, D  Security check points  Passages</p>
26.	<p><b><u>Permit Office:</u></b>  Ablution Facilities/Pipe shafts/Sluice rooms:  2X M, F,D  Offices/ Kitchen/Rest rooms</p>
27.	<p><b><u>AMC:</u></b>  Ablution Facilities/Pipe shafts/Slush rooms:  1 X M, F  Offices/Kitchen/Rest rooms</p>
28.	<p><b><u>IMCC:</u></b>  Offices/Kitchen/Rest rooms</p>
29.	<p><b><u>VIP:</u></b>  Ablution Facilities/Pipe shafts/Sluice rooms:  1X M, F  Offices/Kitchen/Rest rooms</p>

30.	<p><b><u>Fire Station (Swiss port):</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  1X Unisex  Staff shower facilities  Offices/Kitchen/Rest rooms</p>
31.	<p><b><u>Transfer Facility:</u></b></p> <p>Public Concourse  Ablution Facilities/Pipe shafts/Sluice rooms:  1 X M, F,D,B. 1 X M,F  **Re-Check counters  **Security check point:  Rest rooms/ Kitchen/Offices  Fire ducts/Telephone ducts  Electrical distribution boards/Service shafts  Fire Escapes  Passages/Lifts</p>
32.	<p><b><u>ATNS Gate:</u></b></p> <p>Ablution Facilities/Pipe shafts/Sluice rooms:  1X U  Road Blockers  Security check points  Passages</p>
33.	<p><b><u>ACSA IMCS Panels on airside (information to be added)</u></b></p>
34.	<p><b><u>New ACSA Offices and buildings to be constructed</u></b></p>

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

Contractor shall provide to his/her employees all necessary training, i.e. airside induction, AVOP required to obtain airside permits. The training will enable employees to obtain permits, and not compensation shall be made by the employer for the cost of permits which include but not limited to vehicle and personnel permits. Contractor shall ensure all vehicles requiring access to airside shall meet all the airside vehicle requirements and shall have valid airside permits.

Vehicles requiring access to airside must be less than 6 years old, squitters/ transponders will be required for vehicles required to enter the manoeuvring area and airside vehicles must comply to the required branding.

### **People restrictions, hours of work, conduct and records**

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

### **Health and safety facilities on the Affected Property**

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

#### **Emergency Preparedness**

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

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

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

### **Environmental controls, fauna & flora**

See general environmental requirements referred to in section 3 above.

### **Cooperating with and obtaining acceptance of Others**

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

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

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

### **Records of *Contractor's* Equipment**

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

### **Equipment provided by the *Employer***

N/A

### **Site services and facilities**

#### **Provided by the *Employer***

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

#### **Provided by the *Contractor***

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

### **Control of noise, dust, water and waste**

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

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

### **Hook ups to existing works**

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

### **Tests and inspections**

**Description of tests and inspections**

N/A

**Materials facilities and samples for tests and inspections**

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

**PART C4: SITE INFORMATION**

No.	Project Title	Project Scope of Work Description	Contract Value	Contract Duration		Client Name and Contact Details
				Start Date	End Date	
1						
2						
3						
4						
5						
6						
7						
8						

**Annexure A: Company's Previous Relevant Pest Control Experience**

Attach additional pages if more space is required

**PENALTIES**

<b>SERVICE CATEGORY</b>	<b>PERFORMANCE STANDARD</b>	<b>METHOD OF MEASUREMENT</b>	<b>TARGET</b>	<b>PENALTIES</b>
Pest Control Services	Response Time	Consistent non-compliance to contracted response on more than three occasions	90 days	R5 000.00 once off Recorded for MIS
Pest Control Services	Defect Free Period / Response time to queries	Where the contractor fails to correct the defect: <ul style="list-style-type: none"> <li>• Incorrect Chemical Application</li> <li>• Incorrect PPE</li> <li>• Incorrect Area</li> </ul>	Within 48/72 hours	The cost of which will be withheld from outstanding invoice amounts. 10% of monthly invoice amount Recorded for MIS
Pest Control Services	Deviation to Contractual Matters / Services Agreement and Scope	Consistent non-compliance to contracted obligations on more than three occasions. 1 <sup>st</sup> Issue – Written Warning – remedial action effected 2 <sup>nd</sup> Issue – Final Written Warning - remedial action effected 3 <sup>rd</sup> Issue – Termination of Contract	Within 30-day period	Termination of Contract Recorded for MIS
Additional:				