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Airports Company South Africa SOC Ltd  
Reg No 1993/004149/30 VAT No 4930138393



## **PART C1: Annexure H**

### **Part C1.1: Contract Information**

**PROJECT NAME AND NUMBER: Provision of Pest Control Maintenance Services for a Period of Five Years at Airports Company South Africa Cape Town International Airport TENDER REF CTIA7168/2023/RFP**

**TITLE OF PROJECT: Provision of Pest Control Maintenance Services for a Period of Five Years at Airports Company South Africa Cape Town International Airport. TENDER REF CTIA7168/2023/RFP**

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

**Between: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ("ACSA")**

**Applicable at: Cape Town International Airport**

(Registration Number: 1993/004149/30)  
("Employer")

and

\_\_\_\_\_  
(Registration Number: \_\_\_\_\_)  
("Contractor")

**For: Provision of Pest Control Maintenance Services**

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**Contents:**

Part C1	Agreements & Contract Data	TBC
Part C2	Pricing Data	TBC
Part C3	Employer Service Information	TBC
Part C4	Site Information	TBC

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**PART C1: AGREEMENT AND CONTRACT DATA****C1.2 Form of Offer and Acceptance****Offer**

The *Employer*, identified in the acceptance signature block, wishes to enter into a contract for Provision of Pest Control Services at Cape Town International Airport for a period of 5 years.

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:**

**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 successful tenderer before the end of the period of validity stated in the Tender Data, whereupon the successful 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 on a call off basis. 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 successful 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) and confirmation of the *Service Manager*, contact the *Service Manager* 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 successful tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the successful tenderer (now the *Contractor*) within five (5) 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,

Cape Town International Airport

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 successful 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 successful 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.

## C1.3(a) TSC3 Contract Data

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:</b> Priced contract with <i>price list</i>
		<b>C</b> Target contract with <i>price list</i>
		<b>E:</b> Cost reimbursable contract
	dispute resolution Option	<b>W1:</b> Dispute resolution procedure
	and secondary Options	
		<b>X1:</b> Price adjustment for inflation
		<b>X2</b> Changes in the law
		<b>X3:</b> Multiple currencies
		<b>X4:</b> Parent company guarantee
		<b>X12:</b> The Partnering Option
		<b>X13:</b> Performance Bond
		<b>X17:</b> Low service damages
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>X20:</b> Key performance indicators
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (April 2013)	

10.1	The <i>Employer</i> is (name):	<b>Airports Company South Africa (SOC) Ltd</b>  a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address:	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail:	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address:	[•]
	Tel.	[•]
	Fax No.	[•]
	E-mail:	[•]
11.2(2)	The Affected Property is	[•] <b>Cape Town International Airport</b>
11.2(13)	The <i>service</i> is	<b>[•] Provision of Pest Control Services for a period of 5 years as set out in the service contract</b>
11.2(14)	The following matters will be included in the Risk Register	<b>To be finalised with the winning bidder</b> [•]
11.2(15)	The Service Information is in	<b>Part C3: <i>Employer's</i> Service Information and all documents and drawings and other specifications to which it makes reference</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>
2	The <b><i>Contractor's</i></b> main responsibilities	<b>Detailed in Part C3 (Service Information) and under section 2 of the tender document</b>



21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>14 calendar days from Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>TBC</b>
30.1	The <i>service period</i> is	<b>Up to Five (5) years from the <i>starting date</i> or when the amount in the form of offer has depleted, whichever occurs first.</b>
4	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Every 4 weeks (Monthly)</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days from date of invoice</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>
6	<b>Compensation events</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
	These are additional compensation events:	1
		2
7	<b>Use of Equipment Plant and Materials</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
8	<b>Risks and insurance</b>	<b>Refer to Part C1.5</b>

80.1	These are additional <i>Employer's</i> risks	1. [●]  2. [●]  3. [●]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[●]
83.1	The <i>Employer</i> provides these additional insurances	[●]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	[●]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[●]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i></b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)</b>
9	<b>Termination</b>	<b>Both parties have right to terminate. The Party wishing to terminate initiates procedure by notifying the Service manager and giving his or her reasons. If the Service manager is satisfied that the Party giving the notice has provided reasons which are valid under the contract, the service</b>
10	<b>Data for main Option clause</b>	

A	Priced contract with <i>price list</i>		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than <div>[•] weeks</div>		
C	Target contract with <i>price list</i>		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than <div>[•] weeks</div>		
50.6	The <i>exchange rates</i> are those published in <div>[•] on [•] (date)</div>		
53.1	The <i>Contractor's</i> share percentages and the share ranges are	<div><div><i>share range</i></div><div>less than [•] %</div><div>from [•]% to [•]%</div><div>from [•]% to [•]%</div><div>greater than [•]%</div></div>	<div><div><i>Contractor's share %-age</i></div><div>[•]%</div><div>[•]%</div><div>[•]%</div><div>[•]%</div></div>
53.3	The <i>Contractor's</i> share is assessed on (dates)	<div>[•]</div>	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than <div>weeks /months</div>		
	The <i>exchange rates</i> are those published in <div>[•] on [•] (date)</div>		
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is (Name) <div><i>Either</i></div>		

State the name of the person selected & complete the contact details below

Or, state:

the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him

[ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see [www.ice-sa.org.za](http://www.ice-sa.org.za)) or its successor body]

Address	[•]
Tel No.	[•]
Fax No.	[•]
e-mail	[•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body
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W1.4(2)	The <i>tribunal</i> is:	arbitration
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W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body

12	Data for secondary Option clauses
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X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•]		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
	1.00			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data		
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified		

		elsewhere in this Contract Data. [Note – the parent company guarantee is provided for in part C1.3c.i.]
<b>X12</b>	<b>Partnering</b>	
X12.1(1)	The <i>Client</i> is (Name):	[•]
	Address	[•]
	Contact details	[•]
	Telephone:	[•]
	Fax	[•]
	e-mail	[•]
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3 [Drafting Note: Check this applies and is contained in the correct section]
X12.2(1)	The <i>Client's objective</i> is:	[•]
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	R [•]
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	[•]
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R[•] ([•] Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	R[•] ([•] Rand)

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	R[•] ([•] Rand)
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R[•] ([•] Rand)
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[•] days of receiving the Task Order
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	

## AMENDMENTS TO THE CORE CLAUSES

### **Z1 Interpretation of the law**

**Z1.1 Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

### **Z2 Providing the Service: Delete core clause 20.1 and replace with the following:**

**Z2.1** The *Contractor* provides the *service* in accordance with the *Service Information* and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

**Z4. Termination**

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

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

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

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

**Z5.2** The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the *price list* or any delay to the end of the *service period*.

**Z6. Payment: Add the following at the end of core clause 51:**

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

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

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

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

**Z7.1** A change in law is defined as:

**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such



modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any subcontractor or any affiliate to the *Contractor*.
- Z8. Performance Bond: The following amendments are made to clause X13:**
- Z8.1 Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in of this Contract Data.
- Z8.2 Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.
- Z9 Limitation of liability: Insert the following new clause as Option X18.6:**
- Z9.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
- Z9.2** Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

#### ADDITIONAL Z CLAUSES

- Z10 Cession, delegation and assignment**
- Z10.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11 Joint and several liability**
- Z11.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

- Z11.2** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1** The *Contractor* undertakes:
- Z12.1.2** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13 Confidentiality**
- Z13.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3** This undertaking shall not apply to –
- Z13.3.1** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

- Z13.3.2** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14** ***Employer's Step-in rights***
- Z14.1** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [●] weeks of the notification of the default by the *Service Manager* the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or a law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end
- Z15** ***Liens and Encumbrances***
- Z15.1** The *Contractor* keeps the Equipment used to Provide the Service free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16** ***Intellectual Property***
- Z16.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to

them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

- Z16.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z16.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z16.4** 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.
- Z16.5** 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:
- Z16.5.1** the *Contractor's service*;
- Z16.5.2** the use of the *Contractor's* Equipment, or
- Z16.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z16.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17.** **Dispute resolution: The following amendments are made to Option W1:**
- Z17.1** **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z17.2** **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z17.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z17.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z18** **Day:**
- Z18.1** Any reference to a day in terms of this contract shall be construed as a calendar day.

**Z19 Safety:**

- Z19.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z19.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z19.2.1** As part of the contract, the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z19.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z19.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

**PART C1: AGREEMENTS AND CONTRACT DATA****PART C1.3b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
<b>10.1</b>	The <i>Contractor</i> is (Name):	
	Address:	
	Telephone No.:	
	Fax No.:	
	Email:	
<b>11.2(8)</b>	<b>The direct fee percentage is:</b>	.....%
	<b>The subcontracted fee percentage is:</b>	.....%
<b>24.1</b>	<b>The <i>Contractor's</i> Key people are:</b>	<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:

---

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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Optional Statements	<b>If the <i>Contractor</i> is to provide Service Information for his plan</b>	<ul style="list-style-type: none"><li>• The Service Information for the <i>Contractor's</i> plan is in .....</li><li>• The plan identified in the Contract Data is .....</li><li>• The <i>price list</i> is .....</li></ul>
	If a plan is identified in the Contract Data	
	If Option A, C or E is used	

---

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.4: 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) to comply with the requirements of:

The Occupational Health & Safety (Act 85 of 1993) and its regulations; and

The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COLD Act).

This Agreement must be concluded before any contractor/ subcontracted work may commence.

The parties to this Agreement are:

**Name of Organisation:**

AIRPORTS COMPANY SOUTH AFRICA

Cape Town International Airport

**Physical Address:**

Airport Company South Africa

[Drafting Note: Insert physical address]

Hereinafter referred to as “**Client**”

Name of organisation:

Physical Address:

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

**MANDATORY’S MAIN SCOPE OF WORK**



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<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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The Occupational Health & Safety Act comprises of Sections 1-50 and all un-repealed 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 provision of the *Service*.

“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.

Section 37 of the Occupational Health & Safety Act potentially holds Employers responsible 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 Mandatory.

All documents attached or refer to in this Agreement form an integral part of the Agreement.

To perform in terms of this Agreement the Mandatory must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

The Mandatory who utilise the services of their own mandatories (sub-contractors) must conclude a similar written agreement with them.

Be advised that this Agreement places the onus on the Mandatory to contact the Client in the event of inability to perform in terms of this Agreement.

This Agreement shall be binding for all work the Mandatory undertakes for the Client.

All documentation according to the Safety Checklist including a copy of the written Construction Manager's/Responsible Personnel's appointment in terms of construction regulation 8, must be submitted 7 days before work/*Service* commences.

<b>THE UNDERTAKING</b>
------------------------

**The Mandatary undertakes to comply with:**

**INSURANCE**

The Mandatary warrants that all its employees and/or their sub-contractor's employees, if any are registered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Affected Property or [Drafting Note: Insert airport] for the purpose of carrying out the *Service* ("**Client's Premises**"). A letter is required prior commencing any work/*Service* on the client's Premises confirming that the Principal Contractor and/or its sub-contractor is in good standing with the Compensation Fund or other licensed insurer.

The Mandatary warrants that it is in possession of the following insurance cover, which cover shall remain in force whilst it and/or its employees are present on the Client's Premises, or which shall remain in force for that duration of its contractual relationship with the Client, whichever period is the longest.

Public Liability Insurance Cover as required in terms of any subcontract agreement.

Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from the Mandatary's and /or its subcontractor/s' and/or their respective employees' acts and/or omissions on the Affected Property.

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY**

**ACT 85 OF 1993**

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

- (a) 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.
- (b) The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993. If the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- (c) The Mandatary shall ensure that he/she/it is familiar with the requirements of the OHS Act 85 of 1993 and that s/he/it and his/her/its employees and any subcontractors of the Mandatary comply with the requirements.
- (d) The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work/*Service* on 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.
- (e) The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work/*Service* that is to be performed or provided.
- (f) The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

- (g) Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
- (h) 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.
- (i) No unsafe equipment/machinery and/or articles shall be used by the Mandatary or its subcontractor/s on the Client's Premises.
- (j) All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
- (k) No use shall be made by the Mandatary and/or its employees and or its subcontractor/s of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval of the Client.
- (l) The Mandatary shall ensure that the work/*Service* for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
- (m) The Mandatary shall ensure that no alcohol or any other intoxicating substance/s 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 Client Premises. Anyone found on the Client's Premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the Client's Premises immediately. Full participation and co-operation by the Mandatary shall be given to the employees of the Client if, and when, they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this Agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer or such other responsible person of the Mandatary. A copy of this letter must be made available to the Client.

The Mandatary confirms that he/she/it has been informed that the Mandatary must report to the Client's management, in writing anything that he/she/it deems to be unhealthy and /or unsafe. He/She/It warrants that his/her/its employees are capable of identifying and reporting any unhealthy and unsafe conditions.

The Mandatary warrants that he/she/it shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work/*Service* on the Client's Premises.

The Mandatary understands that no work/*Service* may commence on the Client's Premises until this procedure is duly completed, signed and received by the Client.

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 ..... (Mandatory's name) undertakes to ensure that the requirements and the provisions of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

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

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

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

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.5: ACSA INSURANCE CLAUSES**

**Note:** The insurance clauses in this document apply to this contract.

#### **1. SECTION A: DEFINITIONS**

1.1 Landside refers to:

- (a) Areas of the airport before the security points, and
- (b) The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

1.2 Airside refers to:

- (a) The Apron / manoeuvring areas; and
- (b) Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

#### **2. SECTION B: INSURANCE CLAUSES**

2.1 Insurance requirements for contracts with a value **below R50million** on the **LANDSIDE**

##### 2.1.1 Contract Works

- (a) With regards to contract works claims, the Contractor/Consultant is responsible for a deductible (excess) of R250 000;
- (b) The Contractor / Consultant may re-insure the deductible

##### 2.1.2 Public Liability

- (a) In the event of a claim against the Contractor /Consultant for 3<sup>rd</sup> party property damage the Contractor /Consultant will be responsible for a deductible (excess) of R275 000;
- (b) In the event of a claim against the Contractor /Consultant for removal of lateral support, the Contractor /Consultant will be responsible for a deductible (excess) of R500 000; and
- (c) The Contractor/Consultant may re-insure the deductibles.

##### 2.1.3 Professional Indemnity

- (a) All Contractors/Consultants are responsible for Professional Indemnity insurance in the amount of R5 million;
- (b) Contractors/Consultants who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity insurance of R5 million;
- (c) In the event of a claim above R5 million, ACSA's Professional Indemnity insurance will apply to any amount in excess of R5 million;

- (d) Proof of insurance cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Contractor and/or Consultant.

## 2.2 Insurance requirements for contracts below R50million on the AIRSIDE

### 2.2.1 Contract Works

- (a) With regards to contract works claims, the Contractor /Consultant is responsible for a deductible (excess) of R250 000;
- (b) The Contractor/Consultant may re-insure the deductible.

### 2.2.2 Public Liability

- (a) In the event of a claim brought against the Contractor/Consultant for 3<sup>rd</sup> party property damage the Contractor/Consultant will be responsible for a deductible (excess) of R525 000;
- (b) In the event of a claim brought against the Contractor/Consultant for removal of lateral support, the Contractor/Consultant will be responsible for a deductible (excess) of R750 000;
- (c) In the event of a claim brought against the Contractor/Consultant for damage to aircraft, the Contractor/Consultant will be responsible for a deductible (excess) of R750 000;
- (d) The Contractor/Consultant may re-insure the deductibles.

### 2.2.3 Professional Indemnity

- (a) All Contractor/Consultants are responsible for Professional Indemnity insurance in the amount of R5 million;
- (b) Contractors/Consultants who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity insurance of R5 million;
- (c) In the event of a claim above R5 million, ACSAs Professional Indemnity insurance will apply to any amount in excess of R5 million;
- (d) Proof of insurance cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Contractor and/or Consultant.

## 2.3 Insurance requirements for contracts with a value above R50 million on the LANDSIDE

**Note:** Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

### 2.3.1 Contract Works

- (a) With regards to contract works claims, the Contractor/Consultant is responsible for the following deductibles:
  - (i) all civil work and earthworks in the amount of R300 000 (excess);
  - (ii) all other claims an amount of R300 000 deductible (excess);
  - (iii) other property insured in the amount of R700 000 (excess);
  - (iv) the Contractor/Consultant may re-insure the deductibles.

### 2.3.2 Public Liability

- (a) In the event of a claim brought against the Contractor/Consultant for 3<sup>rd</sup> party property damage the Contractor/Consultant will be responsible for a deductible (excess) of R275 000;
- (b) In the event of a claim brought against the Contractor/ Consultant for removal of lateral support, the Contractor/Consultant will be responsible for a deductible (excess) of R500 000;
- (c) The Contractor Consultants may re-insure the deductibles.

### 2.3.3 Professional Indemnity

- (a) All Contractor's/Consultants are responsible for Professional Indemnity insurance in the amount of R10 million;
- (b) Contractors/Consultants who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity insurance in the amount of R10 million;
- (c) In the event of a claim above R10 million, ACSA's Professional Indemnity Insurance will apply to any amount in excess of R10 million;
- (d) Proof of insurance cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Contractor and/or Consultant.

## 2.4 Insurance requirements for contracts with a value above **R50 million** on the **AIRSIDE**

Note: Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

### 2.4.1 Contract Works

- (a) With regards to contract works claims, the Contractor/Consultant is responsible for the following deductibles:
  - (i) all civil work and earthworks excluding runways in the amount of R300 000 (excess);
  - (ii) runway rehabilitation in the amount of R300 000 (excess);
  - (iii) new runway construction in the amount of R700 000 (excess);
  - (iv) all other claims in the amount of R300 000 (excess);
  - (v) other property insured in the amount of R700 000 (excess);
  - (vi) the Contractor/Consultant may re-insure the deductibles.

### 2.4.2 Public Liability

- (a) In the event of a claim brought against the Contractor/Consultant for 3<sup>rd</sup> party property damage the Contractor/Consultant will be responsible for a deductible (excess) of R1 025 000;
- (b) In the event of a claim brought against the Contractor/Consultant for removal of lateral support, the Contractor/Consultant will be responsible for a deductible (excess) of R1 250 000;
- (c) In the event of a claim for damage to aircraft, the Contractor/Consultant will be responsible for a deductible (excess) of R1 250 000;
- (d) The Contractor/Consultants may re-insure the deductibles.

2.4.3 Professional Indemnity

- (a) All Contractors/Consultants are responsible for Professional Indemnity insurance in the of R10 million;
- (b) Contractors/Consultants who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity insurance in the amount of R10million;
- (c) In the event of a claim above R10 million, ACSA Professional Indemnity insurance will apply to any amount in excess of R10 million;
- (d) Proof of insurance cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Contractor and/or Consultant.



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## 1. PART C2: PRICING DATA

### Part C2.1 – Engineering and Pricing

#### A. Engineering

- (1) Engineering strategies in optimising the maintenance of [Drafting Note: include the nature of the service to be optimized] are as follow:
- (i) **Preventative maintenance** is defined as any planned overhaul, replacement, inspection or tests conducted with the purpose of preventing specifically defined failure through maintaining the condition of the infrastructure or assessing its condition for the purposes of corrective maintenance.
  - (ii) **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 failure occurred.
  - (iii) **Breakdown maintenance** is defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the infrastructure.
  - (iv) **Project maintenance** is defined as that maintenance which involves the development of new facilities or changing of existing facilities.

#### B. Pricing

- (1) This is an *ad hoc* maintenance contract, which envisages the *Service* be provided as and when it is required in accordance with the Accepted Plan and instructions of the *Service Manager*.
- (2) This is a rates only contract unless otherwise specified in the contract.
- (3) The *Service* does not require on-site establishment on the Affected Property unless authorised and approved in writing by the *Service Manager*.
- (4) Fixed and time-related preliminaries and generals (P&Gs), where priced in the *price list* applies only to Project maintenance as authorised in writing by the *Service Manager* or as otherwise authorised in writing by *the Service Manager*.

Drafting Note: The TSC Contract may be accompanied with various main options with regard to pricing. These will only ever be Option A for a priced contract with a *price list* for a lump sum contract;

Option C for a target price with a *price list* for the achievement of a target whereby the contractor shares in savings and losses; and

Option E for a cost reimbursable contract, which essentially is a cost price contract plus the fee.

## Pricing Schedule

Item*	SKILL	NORMAL HOURLY RATE	After Hours hourly rate			
			Weekdays	Saturdays	Sundays	Public Holidays
1	Senior Technician					
2	Technician					
3	Assistant Technician					

## C2.3.2 The Price List

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	1		
<b>Section A – Total Cost</b>				
<b>Section B - Staff Costs</b>				
Senior Technician (Dayshift)	No	1		
Technician (Nightshift)(3 nights per week)	No	1		
Technician (Dayshift)	No	1		
Assistant Technician	No	1		
Assistant Technician (Nightshift)(3 nights per week)	No	1		
<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	1		

Application Systems	Monthly	1		
Transport (Based on estimated KM 3000)	Monthly	1		
Safety Equipment	Monthly	1		
Consumables	Monthly	1		
<b>Section C – Total Cost</b>				
<b>Section D - Administrative and sundry costs</b>				
Site inspections, data reports, monthly operational reports, recommendations and training. Please provide detailed breakdown.	Monthly	1		
<b>Section D – Total Cost</b>				
<b>Section E - Waste Disposal Costs (Estimated)</b>				
Safe disposal of carcasses and other waste. Waste disposal certificates to be provided.	Monthly	1		
<b>Section E – Total Cost</b>				

Description	Unit	Qty	Rate	Total Cost
<b>Section F - Provisional Sums</b>				
Provisional permit costs (permits, vehicle permit, induction costs (AIT and AVOP) - renewable once every two years. Provisional Sum is R20,000.00 for the full duration of the contract and will be based on proven costs.)		1	Prov Sum	R 20,000.00
<b>Section F – Total Costs</b>				
<b>Section G – Ad-hoc Costs</b>				
<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	No	1		
Bee Removal (response time 24 hours)	No	1		
Bird nests (response time 24 hours)	No	1		
Crickets, Locusts seasonal plagues (response time 24 hours)	No	1		
Specialist Consultant	No	1		
<b>Section C – Total Cost</b>				

Provisional Sums and 3<sup>rd</sup> party costs will be reimbursed against proven costs.

<b>SUMMARY</b>			
	Monthly Total	Annual Total	5 Year Total
<b>Section A</b>			
<b>Section B</b>			
<b>Section C</b>			
<b>Section D</b>			
<b>Section E</b>			
<b>Section F</b>			R20,000.00
<b>Section G</b>			
<b>GRAND TOTAL EXCL. VAT</b>		R	R

<b>PERIOD: 5 YEARS TOTAL</b>	
Total for period (5) years excluding VAT	R

Estimated 7% CPI from Year 2 - 5	
VAT Amount on the Total (15%)	<b>R</b>
Grand Total for period (5) years including CPI and VAT	<b>R</b>

**MARK-UP ON THIRD PARTY ITEMS PROCURED.**

For the supply of consumables and all 3rd party items on the request of the ACSA Contracts Manager, charges will be levied at a rate of net costs plus:

<b>MARK-UP ON THIRD PARTY PROCURED ITEMS OR SERVICES (Including subcontractors)</b>	
<b>Value Of Item or Service</b>	<b>Mark-up Percentage</b>
R0 - R2 000	
R2 001 – R5 000	
R5 001 – R10 000	
R10001 – R100 000	
+R100 000	





## 1 PART C3: SERVICE INFORMATION

### 1.1 DESCRIPTION OF THE WORKS

#### 1.1.1 *Employer's objectives*

The objective is to maintain the serviceability of the [Drafting Note: Insert nature of service system to be maintained] infrastructure at [Drafting Note: Insert applicable 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 be appointed directly by the Airports Company of South Africa.

#### 1.1.2 *Overview of the works*

The *Contractor* will maintain the [Drafting Note: Insert nature of service system to be maintained] infrastructure which is located on the landside and airside [Drafting Note: select applicable side or both, if applicable] of [Drafting Note: Insert airport]. The specifications and requirements in this document comprise the description of the *Service*.

#### 1.1.3 *Extent of the works*

The *Contractor* will be fully responsible for meeting all requirements in this document To Provide the *Service*.

Upon arrival at [Drafting Note: Insert airport] at a time pre-arranged with the *Service Manager*, the *Contractor* shall report to the *Service Manager* or such other person as duly authorised by the *Service Manager* and attend to any matters which may necessitate action.

Upon completion of the maintenance, the *Contractor* shall complete a comprehensive written service report in respect of each call out, listing all activities undertaken, additional work performed and consumables used and submit this report to the *Service Manager* or such other person as duly authorised by the *Service Manager* for approval and endorsement before leaving [Drafting Note: Insert airport]. The *Contractor* shall list exclusions, if any, to the above with the maximum time necessary to acquire the necessary plant/item should such plant/item not be readily available.

It should be noted that the Preventative, Corrective and Breakdown (emergency) maintenance rates as set out in the *price list* shall include all costs associated with the *Service* including, but not limited to, standby fees, cell phone support and normal maintenance-related spares. [Drafting Note: ensure you state what precisely the *price list* price cover and will not be a additional charge to ACSA]

The *Contractor* shall, at all times, stock any replacement parts or lubricant or other consumables necessary to Provide the *Service*. The principle that applies to stock-keeping is that down-time on equipment should be kept to minimum. Therefore, all consumables that might necessary to Provide the *Service* shall be readily available at all times.

### 1.2 Location of the works

The *Contractor* will Provide the *Service* are located at various locations in restricted and access controlled areas (landside and airside) at [Drafting note: Insert airport and applicable side of operation of both]. It is crucial for the *Contractor* to note that the airport is a National Key Point and governed as such.

### 1.3 Format of communications

All reports and instructions to Provide the *Service* including 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*.

## 1.4 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: The *Contractor* shall maintain an inventory of equipment, spares and materials.

Safety and Housekeeping: Good safety and housekeeping practices will be adopted in all maintenance required to Provide the Service. The *Contractor* shall comply with all safety regulations prescribed by the *Employer*. It is the *Contractor's* responsibility to know and understand the applicable regulations. The *Service Manager* shall be entitled to perform routine or *ad-hoc* inspections of workshops, storage areas and work sites on the Affected Property, where applicable.

The *Contractor* shall appoint an employee as the mandatory person with the associated responsibilities on the Affected Area as required by the OHS Act.

Maintenance history: Apart from the Preventative maintenance recording, each Corrective and Breakdown maintenance will have a completed maintenance history report. On request of the *Service Manager* the *Contractor* shall submit a preliminary failure report on any breakdown incident within 24 hours of the occurrence and thereafter submit a final report on the incident within 1 week. The report shall 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.

Maintenance Scheduling: Routine maintenance schedules will be adhered to and be logged on the CMMS system.

## 1.5 PROCUREMENT

### 1.5.1 Requirements

The *Contractor* shall comply with OEM (Original Equipment Manufacturer) warranties given to the *Employer* at all times when it is to Provide the Service, 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* shall adhere to all *Employer* requirements regarding fire resistance, health and safety and quality to Provide the Service.

Where the contract provides that the *Employer* shall provide certain materials and/or consumables, the *Contractor* shall procure any such materials and/or consumables to execute works successfully should the *Employer* not have any such material/consumables available and shall charge the *Employer* for the actual cost of the materials and/or consumables plus the *direct fee percentage*.

The *Employer* shall not permit casual labour (i.e. "off the street" labour) to be employed by the Contractor unless by pre-arrangement with the *Employer*.

### **1.5.2 Minimum special equipment**

The *Contractor* shall, at all times, stock any special equipment necessary to Provide the Service to ensure that down-time are kept to a minimum.

The *Contractor* should list any special equipment, if any, that might be necessary to Provide the Service, that will not be readily available to Provide the Service and indicate the necessity to acquire this equipment. Should no such list be provided by the *Contractor*, the *Contractor* shall be deemed to have all equipment necessary to Provide the Service at all times.

### **1.5.3 Subcontracting**

No part of this contract may be subcontracted without the written approval of the *Employer*. Should any part of this contract be subcontracted, the *Contractor* shall nevertheless be responsible to Provide the Service and shall be responsible for any failure of its subcontractor/s or defect in the service as if the *Contractor* did Provide the Service or part thereof.

## **1.6 MANAGEMENT**

### **1.6.1 Management of the work**

#### **1.6.1.1 Particular / generic specifications**

All work/services for the *Contractor* to Provide the Service shall conform to all relevant SANS standards, OHS ACT, its regulations and all other legislation that might be relevant to this contract or the execution thereof.

In addition, all services to Provide the Service shall be carried out in accordance with prevailing industry norms and best engineering practice as well as OEM requirements.

#### **1.6.1.2 Planning and programming**

All maintenance work in respect of which the *Contractor* will Provide the Service 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 the *Service Manager* may agree the redeployment of staff should the *Employer* benefit by the arrangement.

#### **1.6.1.3 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 the *Employer's* business. Therefore, within reason and with prior arrangement with the *Contractor*, the *Employer* may require the following from time to time:

- Assisting with emergency repairs;
- Re-scheduling of work to Provide the Service 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 [Drafting Note: Insert airport];
- Training of the *Employer's* operators and/or technicians;
- Providing of system data to the Employer or its consultants;
- Recommending improvement on maintenance procedures;
- Co-operating with the *Employer* Security relating to security initiatives;

#### 1.6.1.4 Quality plans and control

The *Contractor* shall execute work to Provide the Service 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 shall be presented to the *Service Manager*. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work to Provide the Service is indeed completed to recommended standards.

#### 1.6.1.5 Environment

The *Contractor* shall keep noise and dust levels to a minimum. At no time shall his/her/its work to Provide the Service 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;

#### 1.6.1.6 Key personnel

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided to the *Service Manager* at the *starting date*. This will, as a minimum, include all persons from plumber, artisan 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. Please refer to Annexure C – subheading “LABOUR” for detailed staffing requirements. [Drafting Note: Check that this applies and exists in the contract before signature].

#### 1.6.1.7 Management meetings

The *Contractor* shall be expected to attend meetings relating to maintenance, operations, contract management and all other issues to enable the *Contractor* to Provide the Service that may arise from time to time. As far as is practicable, the *Contractor* shall make the required persons available for these meetings. The *Contractor* shall not submit claims for payment for attending any of these meetings. The schedule of meetings, which is subject to change by instruction of the *Service Manager* is set out below.

## 2 Description of the *service*

### 2.1 Executive overview

The *Contractor* will be responsible for effectively dealing with all [Drafting Note: Insert extent an description of the maintenance service to be provided] maintenance and repairs at [Drafting Note: Insert Airport] including landside and airside, as applicable and all other areas that may be pointed out to the *Contractor* on the aerodrome comprising [Drafting Note: Insert airport].

### 2.2 *Employer's requirements for the Contractor to Provide the Service*

The *Contractor* shall be fully responsible for meeting all requirements in the document and other documents which form the contract to Provide the Service.

The *Contractor* shall be responsible for providing staff which are sufficiently skilled and qualified for effectively Provide the Service. The *Contractor* shall comply with the Minimum Staffing Scheduling at all times - as stipulated in the Annexures [Drafting Note: Check that this applies and exists in the contract before signature]. This may be amended by mutual arrangement between the *Employer* and the *Contractor* from time to time.

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

The *Contractor* shall ensure that his/her staff complement is of a sufficient quantity to allow for uninterrupted supply of labour in the event of 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 continuously ensure that all staff is knowledgeable in the area/s required to Provide the Service and the procedures and regulations of the *Employer* regarding the Affected Property and the airport. The *Contractor* shall further ensure that any staff member reasonably suspected of carrying out or participating in criminal activities is immediately removed from the airport and his/her permit returned and/or cancelled at the *Employer's* permit office.

All work shall be performed within the required Response Times. 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 work shall be changed according to the Accepted Plan. [Drafting Note: Check that this is applicable]

The *Contractor* shall be responsible for keeping spare part level up to a sufficient quantity and standard as to comply with the requirements of this contract. All spare parts shall be changed according to the Accepted Plan. The *Contractor* shall ensure that spares will be effectively managed and scrapped spares and waste removed from the airport.

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 contactable by cell phone.

### 2.3 Interpretation and terminology

#### Definition

**“Client”** means any person for whom construction work is performed.

**“Contractor”** means a company registered in accordance with the laws of the Republic of South Africa with a valid local registration number and includes a labour only contractor, who carries out a trade, business or other undertaking (whether for profit or not) in connection with which he or she (1) carries out or undertaking to carry out or manages construction work; or (2) arranges for any person at work under his control including an employee of his, where he/she is the employer to carry out or manage construction work; or (3) provides a person or persons to perform work for Client.

**“Construction work”** means any work in connection with:

- (1) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (2) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (3) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (4) The moving of earth, clearing of land, the making of an excavation, piling, or similar type of work;
- (5) Any work in addition to the above which by agreement between the Client and the *Contractor* may be agreed to be construction work, or any work which may be described as construction work in terms of the Construction Regulations to the OHS Act 2014.

**“Competent person”** means any person having the knowledge, training, experience and qualifications specific to the work or task being performed. Qualifications and training must be in line with the South African Qualification Authority Act No. 58 of 1995.

**“Designer”** means a person who prepares a design; arrangement for any person at work under his control (including an employee of his, where he is the employer) to prepare a design; an architect or engineer contributing to, or having overall responsibility for the design; building services engineer designing details for fixed plant; surveyor specifying articles or drawing up specifications; *Contractor* carrying out design work as part of a design and build project; temporary works engineer designing formwork and false work; and interior designer, shop-fitter and landscape architect.

**“Fall Prevention Equipment”** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, lifelines or physical equipment, guardrails,

**“Fall Arrest Equipment”** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excluding body belts.

**“Hazard”** means a source of or exposure to danger.

**“Hazard identification”** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

**“Risk assessment”** is an activity conducted by competent person which includes:

- (1) The identification of the risks and hazards to which person which person may be exposed to;
- (2) The analysis and evaluation of risks and hazards identified;
- (3) A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;

(4) Monitoring plan; and

(5) A review plan.

**“Excavation work”** means making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.

**“Ergonomics”** means application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and the overall system performance.

**“Materials and Equipment”** means all materials, equipment and machinery necessary and incidental to the performance of the Works in accordance with this contract.

The following may also be used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
the airport	[Drafting Note: Insert name of airport]

### 3 Management strategy and start up

#### 3.1 The Contractor's Plan to Provide the Service

All maintenance work to Provide the Service shall be scheduled and a schedule presented to the *Service Manager* at the end of the preceding month. The *Contractor's Plan* shall be submitted to the *Service Manager* for approval within 2 weeks of the starting date. Work to Provide the Service shall be scheduled in a manner as not to interfere with any operations the airport.

The *Contractor* may not utilize scheduled maintenance staff for any other work than those as specifically described in this contract, unless a suitably qualified alternative staff member is available to comply with the Response Times set out in this contract. This implies that staff dedicated to this contract shall not be used for any other contracts or projects that the *Contractor* may have from time to times. The *Contractor* may, however, approach the *Service Manager* should an exception be required in this regard and the *Service Manager* may agree the redeployment of staff should the Client benefit by the arrangement.

#### 3.2 Schedule of meetings

Regular meetings of a general nature shall be convened and chaired by the *Service Manager* or such other person as duly authorised to do so by the *Service Manager*.

Title and purpose	Approximate time & interval	Location	Attendance required
Risk register and compensation events	Once Weekly	ACSA Offices	<i>Service Manager</i> or such other person as duly authorised to do so by the <i>Service Manager</i> ; ACSA's representative; and <i>Contractor</i> and/ or <i>Contractor's</i> representative
Overall contract progress and feedback	Once Monthly	ACSA Offices	<i>Service Manager</i> or such other person as duly authorised to do so by the



			Service Manager ACSA's representative; and Contractor and/ or Contractor's representative.
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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.

### 3.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3. **[Drafting Note: Check that this applies and correctly referenced]**

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### 3.4 Documentation control

#### 1. Supply of documents by the Client:

- (a) All original copies of documents supplied by the Client to the *Contractor*:
  - (1) remain the property of the Client; and
  - (2) shall be returned by the *Contractor* to the Client upon the Client's demand;
- (b) All document supplied by the Client to the *Contractor* shall not, without the prior written approval of the Client, be used, copied or reproduced by applicable law.

#### 2. Employer Supplied Information:

- (a) The *Contractor* warrants to the Client that:
  - (1) it has checked and carefully considered the Client supplied information; and
  - (2) it has made its own review and evaluation of the suitability and accuracy of the Client supplied information.
- (b) The Client gives no warranty as to the accuracy, completeness, sufficiency or suitability of any Client supplied information on or behalf of the Client to the *Contractor* prior to the *starting date*.
- (c) The *Contractor* acknowledges and agrees that the Client is not liable for, or in connection with, any claim by the *Contractor* arising out of, or in connection with, any Client supplied information including any discrepancies, errors or omissions in all such Client supplied information provided to the *Contractor* on or prior to the *starting date*.

- (d) After the *starting date*, the *Contractor* may, within thirty-five (35) days of receiving Client supplied information, give notice to the client of any error, fault or other defect found in such Client supplied information.
- (e) If the *Contractor* gives a notice to the Client under clause (d), the Client shall within thirty-five (35) days of receiving such notice, deal with the error, fault or other defect found in the Client supplied information, including to provide the *Contractor* with the corrected Client supplied information.
- (f) Where the *Contractor* does not provide a notice to the Client under clause (d) within the required time, clauses (a) to (c) shall apply to such Client supplied information.

### 3. Review of *Contractor* Documents

Save for documents specifically referred to in these conditions of contract,

- (a) The *Contractor* shall submit all other *Contractor* review documents to the Client:
  - (1) As each *Contractor* review document is completed or when requested by the *Service Manager*;
  - (2) In any event, prior to use of the *Contractor* review document to Provide the Service;
  - (3) In sufficient time to enable:
    - (i) any meeting to occur;
    - (ii) amendments required by the *Service Manager* to be incorporated into the *Contractor* review documents.
  - (4) Where this contract (including scope of works) sets out date for submission, in no event later than that date.

### 3.5 Invoicing and payment

#### 1. Purchase Orders:

1.1 Work carried out to Provide the Service shall only be paid against the issue of a purchase order by ACSA.

1.2 Unless otherwise instructed by the *Service Manager*, the procedure for the issue of purchase orders are:

- (a) uploading of a blanket purchase agreement to enable payment to the *Contractor* for the *service period*;
- (b) planned maintenance comprising the service shall be preceded by a quotation from the *Contractor*;
- (c) the *Service Manager* shall approve the quote in accordance with the rates set out in the *price list*;
- (d) ACSA shall issue the purchase order;
- (f) the *Contractor* shall collate purchase orders monthly for submission with the payment certificates to the *Service Manager* to certify to enable payment to the *Contractor*.

1.3 Where the maintenance to Provide the Service comprises Breakdown maintenance or other emergency work, such *service* may be provided without authorisation of a purchase order provided that the *Service Manager* approves the service and certifies payment in the relevant payment certificate.

#### 2. Electronic payments:

- (a) The *Contractor* should arrange with ACSA's finance department for electronic payment to be made to it.
- (b) Invoices must be submitted within 3 working days of the month in which it becomes due.
- (c) ACSA pays the *Contractor* within 30 days from date of statement of receiving a correct, invoice pursuant to a payment certificate certified by the *Service Manager*.
- (d) The currency of this contract is ZAR (South Africa Rand).
- (e) The interest, where applicable is charged at prevailing South African prime lending rate at the time unless provision is made for another rate of interest in this contract.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides ACSA 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

[Drafting Note: Insert particular details for the applicable airport

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.....

.....

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;

ACSA'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 applicable and the invoiced amount including VAT;

Invoice submission procedure:

The *Contractor* shall issue all invoices to the *Service Manager*; invoices will either be in a form of an electronic or hardcopy invoice as indicated by the *Service Manager*.

### 3.6 Contract change management

All contract management shall be in accordance with the contract Z clauses.

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

Service and maintenance records of *Contractor's* vehicles, plant and/or equipment shall be made available on request by *Service Manager*.

### 3.8 Insurance provided by the *Employer*

Information about insurance is enclosed on Part C1, C1.4. [Drafting Note: Check that this is correctly referenced]

### 3.9 Training workshops and technology transfer

#### Permits

The *Contractor* shall not be compensated costs relating to ACSA required permits including the cost of insurance to secure and maintain permits required to gain access to areas within the airport to Provide the Service, nor for labour/time spent in obtaining it.

The *Contractor* must ensure that he/she/it 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 (with 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.

### 3.10 Design and supply of Equipment

The *Contractor* shall at all time when required provide a detailed design for proposed construction, installation work required to Provide the Service, where applicable.

The design shall at all times be agreed with the Client. The liability for such design and use of equipment remains with the *Contractor*.

The *Contractor* shall use proven technology for the system design and equipment.

The *Contractor* shall ensure that the equipment, materials, articles and other items comprising the construction/installation are new and in good working condition and shall be fit for the intended purpose.

The *Contractor* shall, in carrying out works to Provide the Service ensure observance of good engineering and construction practices and use only suitable and approved items.

Defective materials and equipment or defects in work to Provide the Service

(a) Notwithstanding any previous test or certification, the Client may, acting reasonably, instruct the *Contractor* to:

1. Remove from the Affected Area and the airport and replace any materials and equipment which are not in accordance with this contract;
2. Remove and re-execute any other work required to Provide the Service is not in accordance with contract and
3. Execute any work required to Provide the Service which is urgently required for the safety of the work, whether because of an accident, unforeseeable event or otherwise.

(b) The *Contractor* shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in instruction.

- (c) If the *Contractor* fails to comply with any such instruction, the Client shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the *Contractor* would have entitled to payment for the work, the *Contractor* shall pay to the Client all costs arising from this failure.

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

#### 3.11.1 Equipment

After the end of the *service period* the *Contractor* shall deliver to the Client:

1. Operations and maintenance manuals for installed equipment & spares, as built drawings, design documents, construction documents, project plans, models, test results for all test performed, and other documents of technical nature, where applicable.
2. All spares and equipment purchased by the *Contractor* on behalf of the Client.

#### 3.11.2 Information and other matters

None

#### 3.11.3 Management of work done by Task Order

As set out in the standard form NEC3 TSC contract unless specifically amended herein. **[Drafting Note: ALL TSC CONTRACTS SHOULD MAKE PROVISION FOR THE TASK ORDER. Insert management of this or use the management process in the standard form contract.]**

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

#### 3.12.1 Health and safety risk management

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

#### 3.13 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B. **[Drafting Note: Check that this is reference correctly.]**

#### 3.14 Quality assurance requirements read with clause 2.6.1.1

##### Quality Assurance

(a) Prior to commencing the *service*, the *Contractor* shall:

- (1) Plan, establish and maintain a quality system which conforms with the job quality management plan; and

- (2) Provide the Client with evidence of compliance with the job quality management plan by presenting *Contractor* warrants.

(b) The job quality management plan is only an aid to achieving compliance with this contract and to document compliance.

(c) The *Contractor's* scope of obligations will include the management of the *service* to ensure performance in accordance with the requirements of this contract, and includes:

Activity	Description
General project management	General project management for the <i>service</i>

Quality assurance management	All necessary work and management assuring the quality of the <i>service</i> according to the requirements and specification of this contract.
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### 3.15 People

#### 3.15.1 Minimum requirements of people employed

(a) The *Contractor* shall:

- (1) Provide all things and take all measures necessary to protect people and property and, in particular, comply with all workplace health and safety legislation and take full responsibility for the adequacy, stability and safety of all materials and equipment, and methods of construction, transportation and operation and to Provide the Service; and
- (2) Establish, maintain and comply with emergency safety and security procedures applicable to the *service*.
- (3) Subject to the Insurance Clause in Part C1.4 **[Drafting note: Check that this referencing is correct]** hereof, if the *Contractor* or its employees, subcontractors or agents of the *Contractor* damage third party property, the *Contractor* shall:
  - (a) make good the damage; and
  - (b) pay any compensation to such third party which the *Contractor* is required to pay under this contract or pursuant to any applicable law.
  - (c) Subject to clause (b), if the *Contractor* fails to make good such damage or pay any compensation referred to in clause (b) within the time reasonably required by the Client by notice in writing (which shall not be less than fifteen (15) business days), the Client may, by notice in writing to the *Contractor* remedy the damage at the sole risk and expense of the *Contractor*.
  - (d) If the *Contractor* fails to comply with obligation under this clause, the Client may, in addition to any other remedy, which the Client may have, perform that obligation on the *Contractor's* behalf and any cost incurred by the Client shall be a debt due and payable by the *Contractor*.
  - (e) The *Contractor* shall comply with employment equity act as issued by the Department of Labour.

### 3.16 BBBEE and preferencing scheme

The *Contractor* must be in position of a valid BBBEE certificate, and shall at all times be able to provide a valid certificate whenever required by the Client.

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

Not applicable **[Drafting Note: Check that this is correct]**

#### 3.16.1.2 Limitations on subcontracting

As applicable in these conditions of contract

### 3.17 Plant and Materials

#### 3.17.1 Specifications

The *Contractor* shall supply all plant necessary to ensure the provision of the Services in a manner that is in conformance with workplace Health and Safety Act. The *Contractor* shall ensure that all plant supplied by it is, and is maintained in, a condition that is in conformance with workplace Health and Safety act.

#### 3.17.2 Correction of defects

##### Defective Material and Equipment or Works

- (a) Notwithstanding any previous test or certification, the Employer may, acting reasonably, instruct the *Contractor* to:
  - (1) Remove from the Site and replace any Materials and Equipment, which are not in accordance with the Employer's requirement;
  - (2) Remove and re-execute any other work is not in accordance with the Employer's requirements.
  - (3) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- (b) The *Contractor* shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction.
- (c) If the *Contractor* fails to comply with any such instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the *Contractor* would have been entitled to payment for work, the *Contractor* shall pay the Employer all costs arising from this failure.

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

The *Contractor*:

- (a) Shall supply:
  - (1) Material and Equipment; and
  - (2) anything else necessary for the performance of the Works or Provide the Service.

#### 3.17.4 Tests and inspections before delivery

ACSA shall be entitled to inspect and test any materials and equipment used by the *Contractor* to Provide the Service.

Who conducts Test?

- (a) Tests are to be conducted as the *Service Manager*.
- (b) Testing required under this contract shall be carried out by appropriately qualified and skilled persons adequately trained for the tasks allocated to them.
- (c) Where materials and equipment are on the Affected Property, tests shall be chosen and testing shall be carried out in the manner that shall cause the least possible damage to the Affected Property or the airport.

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

None [Drafting Note: check that this is applicable]

### 3.18 Working on the Affected Property

#### When planning to work on the Affected Property, the *Contractor* shall:

- (a) Issue to ACSA a detailed work methodology, which shall be reviewed by the *Service Manager* and agreed in writing.
- (b) At all times comply with the Operational Health, Safety & Environmental Act as detailed on Annexure A.
- (c) Notify the *Service Manager* in writing of the date and time of proposed work. Upon receiving the date and time of the proposed work the *Service Manager* shall within seven (7) days review the proposal and notify the *Contractor* of the suitability of the proposed date and time to Provide the Service.

#### Protection of the public

The *Contractor* shall take special care in order not to harm or endanger the public in any way. Work to Provide the Service 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 to Provide the Service, the *Contractor* shall provide same at his/her/its 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 work comprising the *service*.

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

The *Contractor* should provide his employees with all necessary training including airside induction and AVOP required to obtain airside permits and shall not be compensated for the cost of permits which include vehicular, personnel permits and any other permits required by the airport.

The *Contractor* shall not be compensated for costs relating to permits including insurance costs, labour or time spent in obtaining the permits.

The *Contractor* must ensure that he/she/it is, at all times, familiar with ACSA's safety and security requirements relating to permits to ensure that the service is not delayed. This shall include the permit application process.

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 personnel 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.

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

Restrictions and hours of work may apply at the airport. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his subcontractors. The *Service Manager* shall be entitled to inspect these records at any time. These records may also be required when assessing compensation events.

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

The *Contractor* shall comply with all requirements stated in Annexure A. [Drafting Note: check that this is accurate]

### 3.22 Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B. [Drafting Note: check that this is accurate]



### 3.23 Cooperating with and obtaining acceptance of others

The *Contractor* shall co-operate with others in obtaining and providing information which they may require in connection with the *service*. The *Contractor* shall co-operate with others that share the Affected Property as stated in the Service Information.

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

Service and maintenance records of the *Contractor's* vehicles and/or equipment shall be made available on request by *Service Manager*.

### 3.25 Equipment provided by the *Employer*

None

### 3.26 Site services and facilities

#### 3.26.1 Provided by the *Employer*

The *Contractor* shall be required to pay for the installation and usage of a power supply point and domestic waste disposal for non-hazardous waste supplied by ACSA. The *Contractor* shall provide its own fire protection systems.

ACSA will provide ablution facilities on the Affected Property.

The *Contractor* shall provide everything else necessary to Provide the Service.

#### 3.26.2 Provided by the *Contractor*

The *Contractor* shall, if and when, required provide its own storage containers at its cost unless otherwise agreed with the *Service Manager*, provide all equipment and all other materials and consumables required for the work to Provide the Service.

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

See annexure B [Drafting Note: check that this reference is accurate]

### 3.28 Hook ups to existing works

None [Drafting Note: check that this is accurate]

### 3.29 Tests and inspections

#### 3.29.1 Description of tests and inspections

##### 1. ACSA may require:

1. Functionality and other tests be performed on any material and equipment or any part of the work comprising the *service*; and
2. In relation to defects, which have been rectified that additional tests be performed on the work comprising the *service* to ensure that the Defect has been rectified.

On completion of the test/s, the *Contractor* shall make good the material and equipment or any part of the work comprising the *service* tested so that it fully complies with this contract.

##### 2. In performing the work comprising the *service*, the *Contractor* shall:

- (a) take all reasonable steps to plan, coordinate, program, and integrate the performance and testing of the work comprising the *service* (including the work of subcontractors).
- (b) ACSA may notify the *Contractor* that any part of the work comprising the *service* on the Affected Property shall not be covered up or made inaccessible without the *Service Manager's* prior approval.

- (c) The *Contractor* shall provide such assistance and samples and make accessible any part of the work comprising the *service* as may reasonably be required by the *Service Manager*. Any such access shall not release the *Contractor* from any obligations under this contract.

### 3. Who conducts test?

- (a) Tests are to be conducted as indicated by the *Service Manager*.
- (b) Testing required under this contract shall be carried out by appropriately qualified and skilled persons adequately trained for the tasks allocated to them.
- (c) Tests shall be chosen and testing shall be carried out in the manner that shall cause the least possible damage to the Affected Property or the airport and the work done to Provide the Service.

### 4. Notice of Tests

- (a) Before conducting a test under this contract, the *Contractor* shall give reasonable written notice to the *Service Manager* of the time, date and place of the test.
- (b) The *Contractor* shall provide access to enable the *Service Manager* or any other ACSA representative to attend and witness any test conducted by the *Contractor*.
- (c) If the *Service Manager* or an ACSA representative does not then attend, the test may nevertheless proceed.

### 5. Results of Tests

Results of tests shall be promptly made available to the *Service Manager*.

### 6. Cost of testing

The tests required to be carried out as set out in the *price list* form part work to Provide the Service the cost of which shall be included in a quotation for approval of the *Service Manager*.

### 7. Other obligations remain unaffected by testing

- (a) The obligations of the *Contractor* in relation to the quality and suitability of the materials and equipment and the work to Provide the Service are not in any way limited or reduced by carrying out any tests under this contract.
- (b) ACSA is not liable for, or in connection with, any claim by the *Contractor* arising out of, or in connection with:
- (1) complying with the requirements of this contract; or
  - (2) any lawful act or conduct carried out in terms of this contract.

### 8. Service Level Agreements

- 8.1 The following service levels are the minimum service levels acceptable to ACSA. The *Contractor* must at all times comply with, and be able to, match or better the service levels.

#### 8.2 Response Times

- 8.2.1 The *Contractor* shall respond to all Breakdown maintenance and other emergency work, without exception **within 45 minutes**. The response time shall be measured as the time taken from reporting the call to the *Contractor* to the technician arriving at the part of the Affected Property where the Breakdown maintenance is to be carried out. [Drafting Note: Amend as applicable]

8.2.2	Any breakdown impacting operations at the airport shall be attended to until restored to good working and reliable condition. This requires that the no breakdown may be left unattended or incomplete for the next day or shift unless by special agreement with the <i>Service Manager</i> .
8.2.3	The <i>Contractor</i> shall be liable for any costs incurred by any party as a result of failure to adhere to response times or unreasonably poor performance by the <i>Contractor</i> including excessive time taken to effect repairs.
8.3	Closure Duration
8.3.1	Closure duration is defined as the time elapsed since the maintenance call was logged with the Helpdesk to the time the <i>Contractor</i> reports to the Helpdesk that the problem has been resolved.
8.3.2	Ninety five percent (95%) of all breakdowns shall be restored to good working condition within four (4) hours, unless a special agreement exists with the <i>Service Manager</i> . [Drafting Note: Check if this is applicable]
8.4	Defect Free Period
8.4.1	The defect free period is defined as that period following completion of the work where no defect directly associated with the <i>Contractor's</i> workmanship is detected.
8.5	Benchmarks
8.5.1	Corrective or Breakdown maintenance, the defect free period will be no less than ninety (90) days.
8.5.2	Preventative maintenance the defect free period will be no less than the interval between preventative maintenance scheduled. Accordingly, the repair of any failure as detailed will be for the <i>Contractor's</i> own account should the failure having occurred as a direct result of the <i>Contractor's</i> deficiency in carrying out the Preventative maintenance.
8.5.3	Project maintenance, the defect free period will be no less than 12 months.

## SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

## 2.1 Background and/or Purpose of this Bid

### Background and Purpose of this Tender

Since its inception 22 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market -driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa`s nine principal airports, comprised of the country`s major international airports, namely Cape Town (CTIA), O.R. Tambo (ORTIA) and King Shaka (KSIA) and the smaller regional airports, namely Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport and Kimberley Airport, ACSA`s registered corporate office operates from Bedfordview.

The sustained growth in air traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the company`s excellent financial performance over time. This has enabled the company to transform South Africa`s airports into world – class airports, delivering value for customers, stakeholders, shareholders and employees. In addition, it has allowed the company to extend its business focus to include the promotion of tourism to facilitate economic growth through an increase in job creation and the protection of the environment.

ACSA is focused on creating and operating world -class airports measuring up to international standards. This is evidenced by ACSA`s participation in selected airport management. In February 2006, ACSA and a consortium comprising an Indian Company GVK and South African listed company, Bidvest, won a concession to manage Mumbai International Airport (MIAL). In addition, ACSA is extensively involved in the expansion, maintenance and management of Guarulhos International Airport (Guarulhos) in Brazil. Guarulhos is currently the largest international airport in Latin America.

As per 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 are 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.

The Purpose insists that the bidder shall provide all management, tools, equipment and labour necessary to ensure that the Pest Control services are provided in accordance with commonly accepted commercial practices, the provision of this Contract and to ensure that the premises reflect a world class, high -end and professional appearance and image at all times. The service responsibilities and specifications stipulated shall not be construed as an exhaustive list and the Bidder shall be required for the effective compliance with the stipulated responsibilities, subject to prices and approval by ACSA Building and Facilities Management.

The Bidder shall provide the Pest Control Services in respect of Cape Town International Airport as per detailed specifications in the Bid Document.

Pests referred to in this contract includes, but is not limited to the following: cockroaches, rodents(rats, mice), birds and bird nests in buildings, termites, flies, fleas, bees, wasps, hornets, snakes, mosquitoes, ants, crickets, bedbugs and millipedes including the prevention of wood boring insects.

## 2.2 Scope of Work *(\*Ensure that all relevant information is included and that it is aligned to the evaluation criteria as well as mandatory returnable information/documents)*

- Bidder will maintain services of Pest Control at Cape Town International Airport that includes all the facilities at Airports Company South Africa (ACSA). The Bidder will be appointed directly by Airports Company South Africa.
- The Bidder shall provide professional pest control services at all Cape Town International Airport Buildings including restaurants, airline offices, lounges, shops, leased premises at all passenger terminals, office parks and remote areas.
- The Bidders shall supply all chemicals, tools, labour and all equipment necessary for the proper execution of pest control services.
- The Bidder should have a vehicle fitted with their company brand name and strobe light in order to be compliant for the Airside when servicing and treating the Airfield infrastructure.
- 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 on 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 discreetly 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 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.
- Good housekeeping must also be practiced at all times.

**2.2.1 Minimum Scope of Work Requirements** (*\*List all the minimum requirements, i.e. delivery lead-times, years of experience, qualifications, certifications, value of projects done and service levels, etcetera)*

- a). Provision of a work method statement
- b) Provision of a continuous improvement plan
- c) Provision of a Risk Assessment
- d) Provision of an OHS 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) Treatment reports should be kept for all areas serviced and should be available on request.
- j) No works are to take place if a security breach has not been secured, applies to Airside.

**ALL AREAS:**

- International arrivals and departures (Halls and passages)
- Domestic arrivals and departures (Halls and passages)
- Transport Plaza, Car Rentals and Vehicle holding area
- General walkways, sidewalks, subways, bussing gates and other outside buildings
- Fire escapes
- Police station and other security areas.
- All security checkpoints, access points and guardhouses(ad-hoc)
- All Parkades
- All Common areas
- International and Domestic Baggage sortation halls that includes conveyers and carousels

- Terminal buildings, Office Parks, New World Cargo, Power and lighting building including the workshops and the staff restrooms
- New World Cargo Ablution facility
- Fire station
- Smoking shelters on the airside
- ACSA staff parking
- All service/delivery yards including the waste storage room
- All airbridges
- All drainage reticulation and service ducts
- Airfield substation buildings
- X-Ray machines (chemicals to be equipment friendly)
- All Electrical infrastructure building (Generator plantrooms)
- All ACSA storage facilities (e.g. basements and storerooms)
- Solid waste facility building
- Sewerage waste facility building (airside)
- All service passages and corridors (e.g. Back passages)
- Electronic equipment as and when required
- All garden areas in proximity of the main terminal building and ACSA admin building gardens.
- Ceilings and roof spaces to all ACSA buildings and facilities
- Vending machines
- Check in counters in the terminal building
- Protocol lounge
- Shops and restaurants
- Immigration and Border control offices
- Airline offices
- Southern Office Block
- General Aviation Area- ad-hoc
- Handling agency offices (Landside and Airside)

- This is not an exhaustive list of all areas and may from time to time be adjusted by the ACSA Contracts manager.

#### METHOD OF TREATMENT AND FREQUENCY

- ACSA shall have the right to alter the frequency as and when more efficient methods of treatments 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:

<b>Types of Services Required</b>	<b>Frequency</b>
Immediate collection and disposal of all dead/poisoned and trapped rats or other carcasses.	Daily
Service of all crawling insects, rats, mice, cockroaches, termites, bugs, etc. (As per description listed above) to prevent infestations in staff-, restaurant-, shops-, airline offices-, lounges and handling agency spaces.	Monthly
Install, monitor and change sticky fly traps when necessary	Monthly
Monitor and ensure effectiveness of Ekomile units and other electrical devices and provide a report.	Monthly
Treatment and inspection 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 bait and glue boards. Glue boards and bait should be placed along all possible rodent running routes. Poisonous baits should never be allowed to get in 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, goats, pigs, snakes and birds.	As necessary



It is expected from the Bidder to service the site daily from 8H00 -15H30.

After hour treatment is required for restaurants and lounges

Adequately trained staff should be on standby for any incident that may occur after hours, over weekends and public holidays.

The technician will report to the Helpdesk department daily when arriving onsite to report on previous calls and provide feedback.

All chemicals applied within/onto food -service compounds must be of good 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 proof of service conducted. Contract manager will conduct random audits to check if inspections and monthly treatments are 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.