

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_



**AIRPORTS COMPANY**  
SOUTH AFRICA

□  
□

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**TITLE OF SERVICE:** RFP – KSIA7075/2023/RFP  
PEST CONTROL SERVICES AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS.

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

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

and

(Registration Number: )

for **PEST CONTROL SERVICES AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS**

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	TBC
Part C2 Pricing Data	TBC
Part C3 Employer Service Information	TBC
Part C4 Site Information	TBC

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of Pest Control Services at King Shaka International Airport for a Period of Five (5) years.

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

By the representative of the 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.

<b>The offered total of the Prices exclusive of VAT is</b>	<b>R</b>
<b>Value Added Tax @ 15% is</b>	<b>R</b>
<b>The total offered amount due inclusive of VAT is</b>	<b>R</b>
(in words)	

*(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal H]. In the event of any conflict between the amount above and the Pricing Data [Subtotal D], the latter shall prevail.)*

**for the contractor**

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

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

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

Name and signature of witness .....

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

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

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

**for the Employer**

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

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

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....
- .....

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer**

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

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**C1.2 Contract Data**

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

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option: and secondary Options:</p>	<p><b>A: Priced contract with price list</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1 Price Adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X17 Low Service Damages</b></p> <p><b>X18: Limitation of Liability (as amended in Option Z)</b></p> <p><b>X19: Task Order</b></p> <p><b>X20: Key Performance Indicators</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	King Shaka International Airport La Mercy Drive
10.1	The <i>Service Manager</i> is:	
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	<b>King Shaka International Airport as set out in Part C4 <i>Site Information</i></b>

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

11.2(13)	The <i>Service</i> is	<b>Pest Control Services for a five (5) year period as set out in Part C3 Service Information.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>i. Service Level Performance</li> <li>ii. Adherence &amp; Compliance to requirements set out in the specifications.</li> <li>iii. Compliance to the OHS Act,</li> <li>iv. Compliance to ACSA policy &amp; procedures</li> <li>v. Compliance to Legislation and Regulation as applicable to the service</li> </ul>
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document and under section 2 of the tender document</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>14 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information) and under section 2 of the tender document</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>TBC</b>
30.2	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>
<b>4</b>	<b>Testing and Defects</b>	<b>Detailed in Part C3 (Service Information) and under section 2 of the tender document</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>Every 4 weeks (Monthly)</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

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>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>Detailed in Part C3 (Service Information) and under section 2 of the tender document</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
<b>9</b>	<b>Termination</b>	<b>Both parties have right to terminate.</b>  <b>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 manager issues a termination certificate.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list (bills of quantities)</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

W1.4	The person or organization who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>
<b>12 Data for secondary Option</b>		
X1	<b>Price Adjustment for inflation</b>	<p>Price adjustment for inflation shall only take place on contract anniversary.</p> <p>Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.</p>
X2	<b>Changes in the law</b>	No data is required for this secondary option.
X17	<b>Low Service Damages</b>	<p>If the Contractor produces substandard work the employer can:</p> <p>Insist the contractor corrects the Defects, to provide the quality specified in the service information.</p> <p>Recover the cost of having it corrected by other people if the contractor fails to correct the Defect within the specified time or</p> <p>Accept the Defect and a quotation from the Contractor for reduced Prices in for a change to the service information</p> <p>Refer to the Low Service Damages Table.</p>
<b>X18 Limitation of liability</b>		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<b>The total of the Prices</b>
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>

X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<b>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</b>
		<b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b>
		<ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- death of or injury to a person;</li> <li>- infringement of an intellectual property right</li> </ul>
<b>X19</b>	<b>Task Order</b>	<b>The task order is work within the Service which the Service Manager may instruct the Contractor to carry out within a stated period of time</b>
<b>X20</b>	<b>Key Performance Indicators</b>	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Refer to part C3 and section 2 of the tender document</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>Refer to part C3 and section 2 of the tender document</b>
<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract</i> are</b>	
<b>Amendments to the Core Clauses</b>		
<b>Z1</b>	Interpretation of the law	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b>	
	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z2</b>	<b>Providing the Service:</b>	
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b>	
	The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	

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**Z5 Termination**

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

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**Amendment to the Secondary Option Clauses**

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**Z7 Limitation of liability:**

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

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

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**Additional Z Clauses**

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**Z8 Cession, delegation and assignment**

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

**Z9 Joint and several liability**

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

**Z10 Ethics**

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

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

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

**Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

**Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

**Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

**Z11.3** This undertaking shall not apply to –

**Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

**Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

**Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

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

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

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

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

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

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

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

## **Z14      *Intellectual Property***

**Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

**Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

**Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

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

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**Z15 Dispute resolution:**

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**Z15.1 Appointment of the Adjudicator**

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

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

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

## Z15.2 Appointment of the Arbitrator

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

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

## Z16 Notification of a compensation event

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

## Z17 BBEE and Tax Clearance Certificates

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



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**Z18      Communication**

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

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

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

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**Z19      Delegation**

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

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

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**PART C1.2b CONTRACT DATA**

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	<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:	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

*Attach Agreement Here*

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.4: ACSA INSURANCE CLAUSES**

*Attach Clauses Here*

## **PART C2: PRICING DATA**

### **C2.1 Pricing Assumptions**

### **C2.2 The Price List**

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or their delegated representative.

The work specification of what the activities entail is outlined in detail under Part C3 and under section 2 of the tender document. All rates shall include labour, plant and machinery costs and all related and incidental costs to fully execute the work / activity.

#### **NOTE TO TENDERER:**

- The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
- Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit. No mark up on ACSA issue permits.
- Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing in respect of criminal record.
- Bidders to note that any changes in the staff / resources between permit renewal cycles is for the cost of the Contractor.

*The fully completed and approved price list will be included in this section of the final contract*

*Attach Complete Price Schedule*

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

### **PART 3: SERVICE INFORMATION**

*Refer to attached service specification. Service information will be attached in this section*

### **PART C3: EMPLOYER'S SERVICE INFORMATION**

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

**C3: EMPLOYER'S SERVICE INFORMATION****Contents**

<b>Part C3: EMPLOYER'S SERVICE INFORMATION .....</b>	<b>23</b>
<b>C3: Employer's service Information .....</b>	<b>24</b>
<b>1 Description of the service.....</b>	<b>26</b>
1.1 Executive overview.....	26
1.2 Employer's requirements for the service.....	26
1.3 Interpretation and terminology .....	44
<b>2 Management strategy and start up. ....</b>	<b>45</b>
2.1 The Contractor's plan for the service .....	45
2.2 Management meetings.....	46
2.3 Contractor's management, supervision and key people .....	47
2.4 Provision of bonds and guarantees.....	47
2.5 Documentation control .....	48
2.6 Invoicing and payment .....	1
2.7 Contract change management.....	2
2.8 Records of Defined Cost to be kept by the Contractor .....	2
2.9 Insurance provided by the Employer.....	2
2.10 Training workshops and technology transfer.....	2
2.11 Design and supply of Equipment.....	2
2.12 Things provided at the end of the service period for the Employer's use .....	2
2.12.1 Equipment .....	2
2.12.2 Information and other things .....	2
2.13 Management of work done by Task Order .....	3
<b>3 Health and safety, the environment and quality assurance .....</b>	<b>3</b>
3.1 Health and safety risk management.....	3
3.2 Environmental constraints and management.....	4
3.3 Quality assurance requirements .....	4
<b>4 Procurement .....</b>	<b>4</b>
4.1 People .....	4
4.1.1 Minimum requirements of people employed.....	4
4.1.2 BBBEE and preferencing scheme .....	4
4.2 Subcontracting .....	4
4.2.1 Preferred subcontractors .....	4
4.2.2 Subcontract documentation, and assessment of subcontract tenders.....	5
4.2.3 Limitations on subcontracting .....	5



4.2.4	Attendance on subcontractors .....	5
4.3	Plant and Materials.....	5
4.3.1	Specifications .....	5
4.3.2	Correction of defects .....	6
4.3.3	<i>Contractor's</i> procurement of Plant and Materials .....	6
4.3.4	Tests and inspections before delivery .....	6
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i> .....	6
<b>5</b>	<b>Working on the Affected Property.....</b>	<b>6</b>
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations .....	7
5.2	People restrictions, hours of work, conduct and records .....	8
5.3	Health and safety facilities on the Affected Property .....	8
5.4	Environmental controls, fauna & flora .....	8
5.5	Cooperating with and obtaining acceptance of Others .....	8
5.6	Records of <i>Contractor's</i> Equipment .....	9
5.7	Equipment provided by the <i>Employer</i> .....	9
5.8	Site services and facilities .....	9
5.8.1	Provided by the <i>Employer</i> .....	9
5.8.2	Provided by the <i>Contractor</i> .....	9
5.9	Control of noise, dust, water and waste .....	9
5.10	Hook ups to existing works.....	9
5.11	Tests and inspections .....	10
5.11.1	Description of tests and inspections .....	10
5.11.2	Materials facilities and samples for tests and inspections .....	10
<b>6</b>	<b>List of drawings.....</b>	<b>10</b>
6.1	Drawings issued by the <i>Employer</i> .....	10

- **Description of the service**

- **Executive overview**

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards as such Airports Company will require the services of a pest control contractor that will ensure this standard is maintained.

All works will be carried out within the King Shaka International Airport precinct.

**The key objectives for this service is to:**

- Provide pest control treatment to ACSA infrastructure in line with relevant and applicable standards, regulations, legislation, and industry best practise.

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

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

This service covers complete pest control services at the King Shaka International Airport Precinct that will ensure the site remains pest free.

All areas will be treated on a scheduled basis and high-risk areas will be treated as needed and determined by the employer.

Rates tendered by the contractor on the appended price schedule will be utilised when determining the amount due to the contractor for a particular task.

The contractor shall be obliged to supply all labour, site transport, material/products and service equipment plus any other equipment required at their own cost for the proper provision of the service at King Shaka International Airport.

**The contractor shall adequately suppress the following:**

- Indoor population of rodents, insects, arachnids, and other arthropods.
- Outdoor populations of potentially indoor-infesting species that are within the KSIA boundaries.
- Nests of stinging insects within the KSIA boundaries.
- Bird nests and bird lice within the KSIA boundaries.
- Removal / treatment of all excluded pest populations that are incidental invaders inside buildings, including winged termite swarmer's emerging indoors, bees, wasps, etc.

**The contractor shall adhere to the following:**

- Rodent bait boxes will be inspected and serviced monthly.
  - All bait boxes shall be maintained in accordance with prescribed regulations with an emphasis on the safety of non-target organisms.
  - All bait boxes shall be labelled with the supplier business name and dated by the contractors operator for each service.
- Implement rodent control measures where needed such as barriers etc.
- Nontoxic gels shall be used for controlling cockroaches and ants. The gel application shall be a focused treatment of breeding and harbourage areas, i.e.: sinks, geysers, fridge motors, drains, appliances, cupboards, closets, storerooms, service ducts etc.
- Electric flying insect traps to be serviced monthly.
- When requested by ACSA to execute an unscheduled service, the Contractor shall commence with the service within Twenty-Four (24) hours of notification or as agreed with the Service Manager.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

- Any reinfestation or recurring pest related issues will be attended to without further charges and at the cost of the contractor.
- The contractor shall not hold any poisonous or flammable material on the ACSA premises without the approval to do so.

**The appointed service provider will be required to perform the following activities:**

- Perform necessary initial inspections and treatments to bring under control any existing infestation.
- Identifying of Pest infestation and specific pest species and treat them as needed.
- Apply suitable remedies by using environmentally friendly controls.
- Perform scheduled monthly treatments
- Attend to any unscheduled pest related problems as they arise.
- Develop suitable vector controls.
- Recording of all pest and service-related matters and update all reports and log sheets.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

	Airport Precinct	Focus Areas	Identified Pests	Treatment Required	Frequency	Operational/ Working hours
1	Passenger Terminal Building (TMB)	1. Basement (internal and external perimeter as well as all areas including plant rooms, substations, wire centres, motor rooms, check points etc.)	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After Operational hours
2. Arrivals level - landside & airside, Domestic & International (All Areas)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>		monthly	After operational hours	
3. Departures level – landside & airside, Domestic & International (All Areas)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>		monthly	After operational hours	
4. Mezzanine floors & Airbridges, Departures & Arrivals (All Areas)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>		monthly	After operational hours	
5. Airline office & operational centre level (All Areas)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>		monthly	After operational hours	
6. All staircases, service ducts, service rooms, vacant spaces etc		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>		monthly	After operational hours	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

		7. Roof plant Room North to South of Terminal		<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	Operational hours Escorting and Permission required from Operator
2	North Security Gates	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	operational hours.
3	South Security Gates	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	operational hours.
4	2 x Refuse Sorting Facility & Office Airside	Entire Area	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	Operational hours.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

5	6 x Maintenance Buildings	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
6	Airside 9 x Mini Sub Stations 4 x Sub stations	external perimeter	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational Hours Escorting and Permission required from Electrical Dept.
7	Aircraft Sewer Dump Facility	External perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
8	Staff Processing Building (Common areas)	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

			Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)		
9	ACSA self-service Fuelling station	Entire site	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly  Operational hours
10	Forward Fuel depot	External perimeter	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly  Operational hours. Permission required from Operator
11	Airside corridor	1. ACSA Offices	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly  After operational hours.
		2. 10 x plant rooms from South to North on the Apron	Fleas Mites (all other crawling and flying insects & any other pest as	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly  Operational hours

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

		3. Baggage Handling Hall including level 4.	defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After operational hours.
		4. External perimeter along the Terminal Corridor		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours.
12	Fire & Rescue Building	Entire site	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours. Permission required from Fire and Rescue Dept.
13	Retail Expansion area (Common areas)	external perimeter, internal to vacant premises	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After operational hours
14	Landside	1. Multi Story Office (MSO) Building-5x floors  • All service rooms, ducts etc	Rodents Cockroaches Flies Mosquitoes Ants	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> </ul>	monthly	After operational hours.



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

			Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	Servicing of rodent bait stations		
		2. Multi-Storey Parkade (MSP) (Entire Site)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	operational hours
		3. Garden between the MSP and Shaded Parking		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	operational hours
		4. Both side for car rental Corridor		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After operational hours
		5. Satellite bin areas (Terminal North & MSO)		<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After operational hours

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

		6. Gardens & Tunnel between Shaded Parking and the Terminal Building		<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	After operational hours
		7. Permit Office/Cooling Towers		<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
15	Pump House x3	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	Operational hours Escorting and Permission required from ACSA staff
16	Southern Waste Water Treatment Plant	external perimeter, internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites	<ul style="list-style-type: none"> <li>• Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>• Servicing of rodent bait stations</li> </ul>	monthly	Operational Hours Permission required from Operator

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

			(all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)			
17	Fuel Farm	cable trenches	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours Permission required from Operator
18	The Service Tunnel from the Basement to Cooling Towers that houses the Condenser water for the Chillers (Including the Main supply cables, LP-Gas and Comms cables)	internal	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours Escorting and Permission required ACSA staff
19	Elevated road	<ul style="list-style-type: none"> <li>Parking bays</li> <li>Road concourse</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	After Hours

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

20	Landside bus staging areas	<ul style="list-style-type: none"> <li>Public walk way areas</li> <li>Parking bays</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
21	Shaded parking, long stay parking and staff parking	<ul style="list-style-type: none"> <li>Entire site</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
22	Service rooms, ducts etc - landside	<ul style="list-style-type: none"> <li>External perimeter &amp; internal areas within service rooms, ducts etc</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

23	East & West Gate	<ul style="list-style-type: none"> <li>Entire site</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
24	Sports field	<ul style="list-style-type: none"> <li>Entire site</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours
25	KSIA Precinct	<ul style="list-style-type: none"> <li>All other areas within the KSIA precinct as directed by ACSA</li> </ul>	Rodents Cockroaches Flies Mosquitoes Ants Bird lice Bed bugs Fleas Mites (all other crawling and flying insects & any other pest as defined elsewhere in the scope of works)	<ul style="list-style-type: none"> <li>Spraying / treating the entire area with pesticide/chemicals for identified pests.</li> <li>Servicing of rodent bait stations</li> </ul>	monthly	Operational hours

	Focus Areas	Identified Pests	Treatment Required	Frequency	Operational hours
1	Entire site	Termites	<ul style="list-style-type: none"> <li>Treating and destroying termite nests and burrows.</li> <li>Removing infested excess soil from site.</li> </ul> <p><b>Subterranean Termites</b></p> <ul style="list-style-type: none"> <li>Existing Structures – Treatment by drilling and injecting into foundations, walls etc. (Chemical to be injected under pressure) Exposing and flooding of foundations with chemical may also be needed.</li> <li>External Outdoor Treatments – Destroying and removal of termite mounds &amp; injecting into burrows to treat nesting termites (Chemical to be injected under pressure)</li> </ul> <p><b>Dry Wood Termites</b></p> <ul style="list-style-type: none"> <li>Treatment via fumigation or other suitable methods</li> </ul>	Ad hoc treatment Performed by the site-based operator	Operational hours or as agreed with the service manager.
2	Entire Site	Bird Removal/Control	<ul style="list-style-type: none"> <li>Removal / Relocation of bird nests</li> <li>Removal &amp; Relocation of nuisance birds</li> <li>Implement bird control measures which includes but is not limited to prevention of perching &amp; nesting.</li> </ul>	Ad hoc treatment Performed by the site-based operator	Operational hours or as agreed with the service manager.
3	Entire site	Feral Cats	<ul style="list-style-type: none"> <li>Trapping and removal of feral cats from site.</li> <li>Disposal of cats per industry standard (ie: At the spca or similar. Proof of proper disposal to be provided)</li> </ul>	Ad hoc treatment Performed by the site-based operator	Operational hours or as agreed with the service manager.
4	Entire site	Bees / Wasps	<ul style="list-style-type: none"> <li>Removal of bees / wasps or other swarming stinging insects.</li> </ul>	Ad hoc treatment Based on a call out arrangement & performed by competent personnel	Operational hours or as agreed with the service manager.
5	Entire Site	Specialised Treatments	<ul style="list-style-type: none"> <li>Conduct assessments where applicable.</li> <li>Prescribe treatments where applicable.</li> <li>Implement selected treatments where applicable.</li> </ul> <p>NB: Specialised treatments will include matters of a specialised nature which may arise from time to time which may need the intervention of a specialist who will assess the problem and provide solutions.</p>	Ad hoc treatment Based on a call out arrangement and reimbursed through third party procurement	Operational hours or as agreed with the service manager.

**Location of the Works:**

The Works is located at King Shaka International Airport at various locations which include restricted and access-controlled areas.

It is crucial for the service provider to note that King Shaka International Airport is a National Key Point and governed as such.

**Leased Property / Retail Areas**

In case of matters where it affects ACSA operations, the successful bidder (contractor) will be required to mitigate or treat the area only if instructed by ACSA. In all other instances the tenant shall use a service provider of their choice and the tenant will be solely responsible for costs related to the treatment.

NB: There is no obligation for the tenant to appoint the successful bidder (ACSA appointed contractor) unless they wish to. The successful bidder shall always ensure that no private work is undertaken while on duty for this service.

**Resource Requirements:**

The following full-time resources are required to execute the work effectively who will be based on site Monday to Friday, 5 Days per week for every week of the year including through the December / January festive period:

- 1x Qualified Pest Control Operator who is registered as a structural pest control operator who is registered with the department of agriculture in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947)

The following additional resources shall be made available for After Hours Work (One Night Per Month) or to relieve the site-based operator as needed:

- 1 x Qualified Pest Control Operator who is registered as a structural pest control operator who is registered with the department of Agriculture in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947)

The following resources shall be made available for managing / supervising the service. This resource will not be required on site full time:

- 1 x Contract Manager / Supervisor who has experience in management of Pest Control Services.

**Staff Experience:****Qualifications / Requirements of the staff will be as follows:****Contract Manager / Supervisor**

- Minimum of two (2) years supervisory / management experience in Pest Control Services.
- Possess minimum of NQF 4 / Matric / Equivalent.
- Competent in carrying out audits.
- Competent in report writing.

**Qualified Operator – Site Based**

- Qualified pest control operator who is registered as a **structural** pest control operator who is registered with the department of Agriculture in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947)
- Minimum of three (3) years pest control experience.

**Qualified Operator - Supplementary**

- Qualified operator who is registered as a **structural** pest control operator who is registered with the department of Agriculture in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947)
- Minimum of one (1) year(s) pest control experience.

**Replacement of Staff**

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace. (Note: If for any reason any staff members are replaced. It is the contractor's responsibility to familiarise new staff with the requirements of the service. New staff members will not be considered a valid reason for any decline in service levels).

**Compliance & Certification:**

The service provider must ensure that they self-certify their work per the agreed service level agreement and/or per regulation / legislation / industry best practise.

**Management of Works by ACSA-KSIA****Particular / Generic Specifications**

All work shall conform to all relevant SANS standards, OHS ACT and National Building regulations and all other regulation and legislation that is relevant to this Contract or the execution thereof. In addition, all work shall be carried out in accordance with prevailing industry norms and best practice.

**Planning and Programming:****Planned Work Scheduled:**

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

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

**Quality Control and Workmanship**

The service provider must execute all work according to industry quality norms and standards prevailing from time to time. Emphasis must be on improving performance in pest control management and ensuring work is indeed completed to recommended standards and workmanship.



**Emergency Call Outs (45-minute response time)**

- Call outs will be activated in the event of an emergency or where the services of the contractor are urgently needed to make safe or perform a task(s).
- Due to the nature of emergency call outs, the response time needed will not be longer than 45 minutes from the time the call is made to the time the contractor arrives to site and notifies ACSA accordingly.
- Call outs will be attended by at least one (1) pest control operator or designated personnel need for the specific work required.
- The bidder must allow for up to 3 hours of site work for each call out. Measured from the time the operator arrives and reports on site.

**Note: Call outs will not apply if an incident occurs during scheduled working hours unless the work involves Third Party Services.**

**Normal Call Outs (24 Hour response time)**

- Call outs will be activated in the event of a need or requirements or where the services of the contractor are needed to make safe or perform a task(s).
- Due to the nature of normal call outs, the response time needed will not be longer than 24 hours from the time the call is made to the time the contractor arrives to site and notifies ACSA accordingly.
- Call outs will be attended by at least one (1) pest control operator or designated personnel need for the specific work required.
- The bidder must allow for up to 3 hours of site work for each call out. Measured from the time the operator arrives and reports on site

**Note: Call outs will not apply if an incident occurs during scheduled working hours unless the work involves Third Party Services.**

**Vehicle**

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

**Requirements for Operational Vehicles and Equipment**

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

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

- **Strobe Light**
  - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
  - The amber strobe light shall be visible from all angles.
  - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.
  - In the event that a Safety Compliance/ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification.
  
- **Signage**

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

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

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

### **Vehicle Travel Kilometers'**

The average kilometre/s per month is **2000** (for inspection and treatment of all areas within the KSIA precinct and where ACSA authorises travel outside the ACSA precinct for matters such as purchases through 3<sup>rd</sup> Party Procurement etc).

Note: Trips to and from KSIA at the start of each day and at the end of each day will not be reimbursed in this provision.

### **WORK MANAGEMENT**

Work on this service will be instructed via task order. All work performed will be initiated, performed and regulated by a unique reference number(s) issued by ACSA.

### Task Orders

During inspections the contractor shall make use of preventative maintenance (PM) work orders provided by the service manager. Upon completion of work/ task the contractor shall complete and submit PM work orders to the service manager.

In the event of ad hoc work the contractor shall complete a work order on completion of the work/task the contractor shall then submit the completed work order to the service manager.

**Note:** This contract refers to the service of ACSA common use premises only or where otherwise instructed by the service manager. All tenants operating at KSIA will always procure their own pest control services.

### Spares, Materials and 3<sup>rd</sup> Party Procurement & Services

This section covers spares, materials and 3<sup>rd</sup> party services. The contractor will be responsible for procuring spares, materials and services through the 3<sup>rd</sup> party procurement provision for items not specified in the price schedule.

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

**The contractor must always keep records of materials used, such records include trade names, generic names, registration numbers, ingredients, application rates and safety data sheets.**

### Payment

Spares, materials and consumables will be charged at cost plus mark-up for 3<sup>rd</sup> Party purchases. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of items procured with all discounts deducted.

### LEGAL REQUIREMENTS

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

- Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947), as amended
- The Hazardous Substance Act (Act15 of 1973), as amended
- The Environmental Conservation Act (Act 73 of 1989), as amended
- The Compensation for Occupational Injuries and Diseases Act 130 of 1993
- National Building Regulation
- Relevant South African National Standard(s)
- Other relevant legislation
- Other relevant regulation
- Municipal by-laws

- Industry standards and best practise
- Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
  - The act imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

## INCIDENTS

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.

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

## INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.

The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act.

- **Interpretation and terminology**

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

Abbreviation / Term	Meaning given to the abbreviation/term
PM - Planned Preventative Maintenance	Preventative maintenance (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality.
CM - Corrective Maintenance	Maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.
Predictive maintenance or condition-based maintenance	Predictive maintenance or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment.
Proactive maintenance or engineer out maintenance	Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent failure. It also involves the development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.
Unplanned Maintenance-Breakdown Maintenance;	Breakdown maintenance, defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the physical asset.
Minor/smaller approved Project related Maintenance work	Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

Functional Failure	A functional failure is the inability of an item (or the system/sub-system in which it is installed) to meet a specified performance standard.
Potential Failure	A potential failure is an identifiable physical condition which indicates that a functional failure is imminent.
Asset Life	Period from asset creation to asset end of life.
Condition	The physical state of the asset.
Maintenance	All actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recurring activities to keep the asset operating.
Risk Register	A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.
CMMS	Computerized maintenance management system
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
Third Party Procurement	The purchase of materials, hire of equipment and the procurement of subcontracted services.

- **Management strategy and start up.**

- **The Contractor's plan for the service**

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

- Proposed Chemicals / Materials and Equipment for the Service  
Details of labels and materials safety data sheets (MSDS) which covers trade names, generic names, registration details, ingredients and application rates for all chemicals to be used and details of other materials and equipment that will be used.
- Proposed methods for monitoring and detection.
- Preventative Maintenance Schedules Execution Plan, Approach & Methodology (Monthly)
- Approach & Methodology for ADHOC works.
- Safety
- Warrantees & Guarantees
- Staff turnover – Loss of qualified and experienced staff
- Training aligned to scope of works. Specific attention is drawn to working at height among others.
- Reporting on a monthly basis and certification of work completed for the month.

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

#### **EMERGENCY RESPONSE PLAN**

The appointed contractor will have an onsite emergency response plan to deal with various emergencies as it relates to their scope of work and responsibilities (including, but not limited to: spills and pollution, flood, fires, bombs etc.) that will be documented and available on site.

## CONTINGENCY PLAN

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

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

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

- **Management meetings**

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

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

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

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

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

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

- **Contractor's management, supervision and key people**

- The service provider will ensure that a suitably experienced and qualified contract manager is appointed to manage the service. The contract manager shall possess suitable supervisory/management experience in Pest Control.
- The service provider will ensure that pest control operators are competent, qualified, and experienced. Pest control operators are to be registered with the department of Agriculture and possess relevant pest control experience.
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

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

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

The contractor will provide the following key personnel.

Personnel	Description
Contract Manager	Suitable supervisory/management experience
Pest Control Operator	Registered and suitable experience
Supplementary Pest Control Operator	Registered and suitable experience
Ad-Hoc personnel	Skilled personnel required to perform ad-hoc task(s) will be suitably qualified and experienced per industry standard.
OHS	Skilled personnel required to perform OHS related task(s) will be suitably qualified and experienced per industry standard.

- **Provision of bonds and guarantees**

Guarantees / warranties will be issued by the contractor for every task completed effective from the date the task is completed and accepted by the employer. The guarantees / warranties will remain valid for a period of 6 months thereof. Where a product manufacturer provides a written guarantee / warranty exceeding six (6) months then the contractor shall extend their guarantee / warranty on workmanship to coincide with the guarantee / warranty provided by the manufacturer. The guarantee / warranty shall be waived where it can be demonstrated that repeat failure(s) are not due to the fault of the contractor – Example, abuse, vandalism, wear.

**It should be noted that a signed and completed Job card by both the contractor and employer confirming the work has been completed will be regarded as the guarantee/warranty.**

- **Documentation control**

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

- **Monthly Reports**  
Reports are submitted within the first ten days of the new month.  
The monthly report must include:
  - Summary of all activities carried out which include Pest sightings, service reports, actions taken, check lists.
  - Pack includes signed copies of task orders completed for the month.
  - Copy of claim for the month.
- The contractor must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, up to date and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The contractor must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

### **General Information**

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

- Reports
- Memorandums
- Drawings
- Operating manuals
- Service history books
- Pictures
- Video Clips
- Audio Clips
- Spread sheets / Data bases.
- Meeting minutes
- Communiqués
- Files
- Warranties



### **Computerized Maintenance Management System (CMMS)**

The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

### **COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)**

#### **Procedure General**

- The contractor will be issued with a list of maintenance / service requirement(s) which need to be assessed and subsequently actioned.
- The contractor will review the list and perform the necessary condition assessments and inspections and execute necessary works.
- The task orders issued to the contractor will be titled 'work order'
- "Work Orders" are separated into two (2) categories which are,
  - Planned work orders
  - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

### **Invoicing and payment**

Invoices will be itemized per the price schedule.

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

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

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

All payments shall be made by electronic transfer into the *Contractor's* bank account. The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this Agreement, then, at the *Employer's* option, the Service Provider shall either issue a credit note for the net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer*.

## **ESCALATION**

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

### **▪ Contract change management**

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

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

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

### **▪ Insurance provided by the *Employer***

Refer to attached Insurance specification from the employer.

### **▪ Training workshops and technology transfer**

To be discussed and agreed as and when required.

### **▪ Design and supply of Equipment**

To be discussed and agreed as and when required.

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

#### **▪ Equipment**

None

#### **▪ Information and other things**

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

## ▪ **Management of work done by Task Order**

### **Computerized Maintenance Management System (CMMS)**

The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

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- The task orders issued to the contractor will be titled 'work order'.
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  - Planned work orders
  - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

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

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

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

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

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

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

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

In addition, the service provider shall ensure the following information is included in the safety file:

- Measures to ensure that application of the chemicals will not in any way harm staff and visitors.
- Housekeeping measures to be implemented on site by the service provider

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

- **Environmental constraints and management**

### **Environment**

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

At no time shall the Contractor:

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard.
- Other requirements are included in the SHE Specification documentation attached.

- **Quality assurance requirements**

### **Quality plans and control**

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

- **Procurement**

- **People**

- **Minimum requirements of people employed**

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

- **BBBEE and preferencing scheme**

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

- **Subcontracting**

- **Preferred subcontractors**

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

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

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

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

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

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

- **Limitations on subcontracting**

All specialised works must be subcontracted out to entities/companies with the required expertise and experience.

- **Attendance on subcontractors**

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of percentages for 3<sup>rd</sup> party procurement. All goods and additional services will be purchased through third party procurement.

- **Plant and Materials**

- **Specifications**

Serviceable equipment should be used that will adequately perform the operations required. The contractor shall provide all necessary tools of trade for the execution of the works. No additional costs will be permitted for the purchase of or hire of tools.

The service provider is expected to be well-equipped and have all general tools and equipment readily available and in sufficient quantity to provide quality work considered satisfactory by ACSA KSIA. Attention is drawn to the scope of works listed in the bid document. The contractor is to ensure that an adequate set of tools/equipment is supplied for the purposes of this contract. The contractor is to further ensure that all staff deployed to KSIA are adequately resourced with tools/equipment to maintain continuity of work.

The following exceptions are to be noted by all bidders:

- The following equipment if needed will be sourced through 3<sup>rd</sup> Party procurement:
  - Generators
  - Cherry Pickers
  - Scissor lifts
  - Scaffolding
  - Other specialised equipment deemed necessary by the client.

- **Correction of defects**

All tools & equipment must be regularly inspected and approved by the Service Manager. Any tools deemed to be “unfit for use” must immediately be removed from operation and either repaired where possible or replaced.

- **Contractor’s procurement of Plant and Materials**

The service provider will be responsible to ensure deliveries are made to the airport premises place of storage or work.

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

- **Tests and inspections before delivery**

Per prevailing legislation and industry standards.

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

Plant and materials are to be provided by the contractor unless otherwise determined on a case-by-case basis.

- **Working on the Affected Property**

**Personal Protective Equipment (PPE) & Uniforms**

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

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

**Emergency Procedures**

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

**General Safety Requirements**

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

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

ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

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

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

### **Cell phones and two-way radios**

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

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

### **Protection of the public**

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

### **Barricades and lighting (Where applicable)**

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

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

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

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

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

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

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

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

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

**OPERATING HOURS**

Airport operating hours are on average from 04h00 to 24h00, seven (7) days a week. Staffing for this service will be provided between 08:00am and 16:30pm Monday to Friday.

Note: On the last Friday each month, pest control treatment is executed overnight in areas inaccessible during the day. On the last Friday of each month the site operator will not report for day works but will rather report for night duty to execute the required works.

On the last Friday the site operator will be accompanied by a supplementary operator to assist with executing the night works.

Call outs, if necessary, will be applicable when outside the hours stipulated above.

Where work will adversely impact airport operation, such work shall be executed after operating hours (On average between 24h00 and 04h00 daily). Exact times will vary based on the time for the last flight for the day.

Note: Airport operating hours are subject to change based on prevailing ACSA operational requirements.

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

**List of all resources deployed to KSIA for the duration of the contract (Personnel file)**

- Full names
- Copies of ID docs
- Record of medicals
- Copy of (ACSA training certificates eg: AIT, AVOP, temporary permits etc)

**Attendance Registers**

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

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

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

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

- **Environmental controls, fauna & flora**

Refer Section 3 above.

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



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

- **Records of *Contractor's* Equipment**

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

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

- **Equipment provided by the *Employer***

Not applicable

- **Site services and facilities**

- **Provided by the *Employer***

- Office area.
- Common use ablutions / showers / change rooms.
- Water – Free for use due to operational needs.
- Electricity – Free for use due to operational needs.

The contractor shall provide everything else necessary to provide the service.

- **Provided by the *Contractor***

- Supervision and management
- Equipment, tools and machinery to discharge the service  
All tools used shall be safe and in good working condition. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.
- Labour as required.
- Materials as requested.
- Maintenance vehicle(s)
- Specialized sub-contracting supplied by the contractor.
- The contractor shall provide everything else necessary to provide the service.

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

To limit impact to passengers and stakeholders. Work creating noise, dust and wastewater will be done at a time that will cause minimal interference to passengers and stakeholders. Refer to the attached environmental specification.

- **Hook ups to existing works**

Where applicable as tasks arise.

- **Tests and inspections**
  - **Description of tests and inspections**

Inspections are to be carried out and findings to be actioned as part of planned maintenance.

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

Where applicable as tasks arise

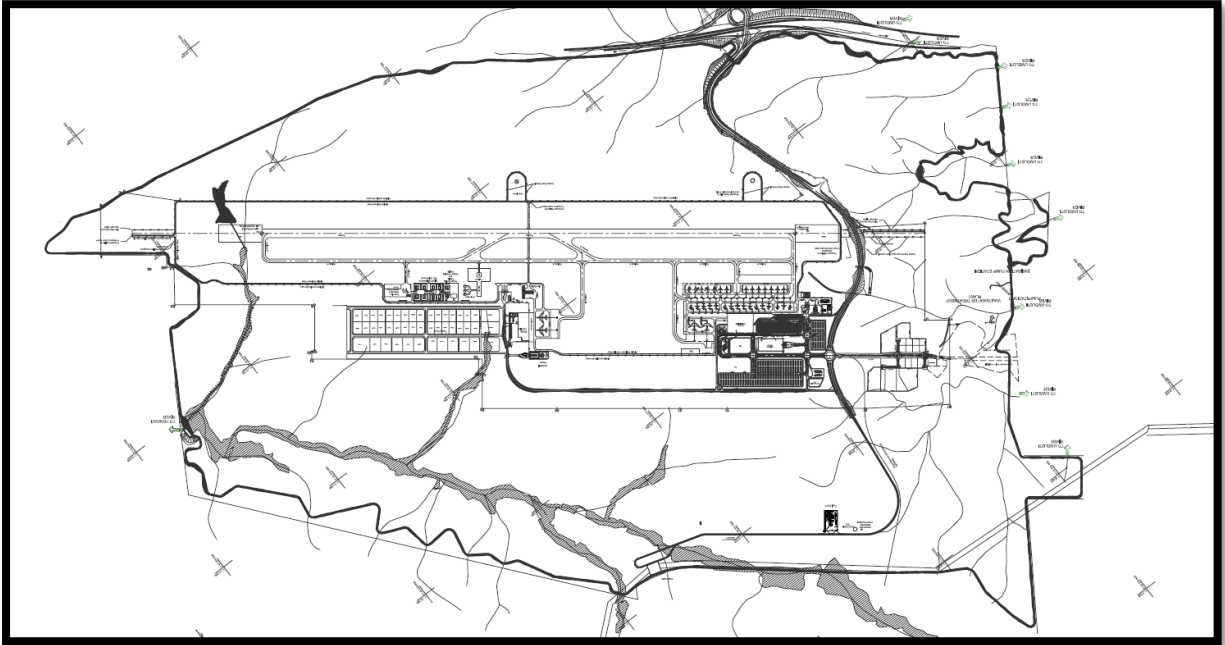
- **List of drawings**
  - **Drawings issued by the *Employer***

Drawing number	Revision	Title
		Drawings will be issued as and when required

## PART 4: SITE INFORMATION

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

SITE PLAN



## **Environmental constraints and management**

*Refer to Attached Specification*

## **Quality assurance requirements**

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

## **ACSA ENVIRONMENTAL POLICY**

*Refer to attached specification*

## **ENVIRONMENTAL MANAGEMENT SYSTEM**

*Refer to attached specification*

## BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	Pest Control Services for a period of 5 years at King Shaka International Airport.
Document Number: HIRA 1	Revision Number: 001

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

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

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

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A



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

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

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

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

Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders /ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the contractor	4C