

AIRPORTS COMPANY SOUTH AFRICA

TENDER NO.: COR 6654/2021/RFP

TERM SERVICE CONTRACT FOR THE PROVISION OF FRICTION TESTING SERVICES AT ACSA AIRPORTS FOR 3 YEAR TERM CONTRACT

CONTRACT

VOLUME 2

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Term service contract for the provision of friction testing services at Airports Company South Africa (nationwide) for 3-year term contract

PROJECT NUMBER: COR 6654/2021/RFP

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Airports Company South Africa (CORP)

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **Term service contract for the provision of friction testing services at Airports Company South Africa (nationwide) for 3-year term contract**

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Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **the provision of friction testing services at Airports Company South Africa (nationwide) for 3-year term contract**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R..... (in figures)

.....

..... (in words);

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

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

Date

Name & signature of witness

.....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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.

Signature(s)

Name(s)

Capacity

for the Employer Airports Company South Africa SOC Limited,
CORP,

Name & signature of witness

Date

Schedule of Deviations

| | |
|-----------|-------|
| 1 Subject | |
| Details | |
| | |
| | |
| 2 Subject | |
| Details | |
| | |
| | |
| 3 Subject | |
| Details | |
| | |
| | |
| 4 Subject | |
| Details | |
| | |
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| | |

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

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

| | <u>For the Employer</u> | <u>For the Bidder</u> |
|-----------------------------|--|--|
| Signature (s) | | |
| Name (s) | | |
| Capacity | | |
| Name and Address | | |
| | <i>(Insert name and address of organisation)</i> | <i>(Insert name and address of organisation)</i> |
| Name & Signature of witness | | |
| Date | | |

Part C1.2a Contract Data

Part one – Data provided by the Employer

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

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

| Clause | Statement | Data |
|----------|--|--|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option | |
| | Main Option Dispute resolution Option | A: Priced contract with Activity Schedule W1: Dispute resolution procedure |
| | Secondary Options (incorporating amendments) | X1: Price Adjustment X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task order Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013 |
| 10.1 | The <i>Employer</i> is (Name) | Airports Company South Africa SOC Limited, applicable at all ACSA airports |
| | Address | Airports Company South Africa Airports, |
| 10.1 | The <i>Service Manager</i> is | Ndivhuwo Tshikondela (CTIA) Kegodile Tladi (ORTIA) Siphiwe Msimango (KSIA) |
| | Address | Airports Company South Africa, Registered office at The maples, Riverwoods 24 Johnson street, Bedfordview, 2008 |
| | Telephone | 011 723 1400 |
| | E-mail address | Ndivhuwo.Tshikondela@airports.co.za Kegodile.tladi@airports.co.za Siphiwe.msimango@airports.co.za |
| | | |
| 11.2 | The <i>works</i> are | Term service contract for the Friction Testing on runways at ACSA Nationwide for 3 years term contract as fully detailed in the Scope of Work Part C3. |



| | | |
|----------|--|--|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> • Access to Site • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement |
| 11.2 | The <i>service Information</i> is in | Part C3 'Scope of Works' section of this contract |
| 11.2 | The <i>Site Information</i> is in | Part C4 'Works Information' section of this contract |
| 11.2 | The <i>boundary of the site</i> is | ACSA Nationwide |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period of reply</i> is | 7(seven) business days |
| | | |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is | on signing of contract by ACSA. |
| 11.2 | The <i>completion date</i> is | 3 years from starting date as per 30.1 or upon depletion of contract value. |
| 30.1 | The <i>access date</i> is | to be agreed with Employer before contract start date. |
| 32.2 | The <i>Contractor</i> submits revised programmes at intervals no longer than | 2 (two) weeks |
| 4 | Testing and Defects | |
| 42.2 | The <i>defects date</i> is | 12 (twelve) months after Completion of the whole of the <i>works</i> |
| 43.1 | The <i>defects correction period</i> is | 2 (two) weeks |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | 15th day of each successive month |
| 50.1 | The <i>currency of this contract</i> is the | South African Rand |
| 51.2 | The period within which payment is made is | 4 (four) weeks |
| 51.4 | The <i>interest rate</i> is | The prime lending rate of the Nedbank Bank. as determined from time to time. |
| 8 | Risks and Insurance | |



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| 83.1 | The <i>Employer</i> provides these insurances | Refer to the Insurance Clauses which is attached at the end of the Contract Data. |
| 83.2 | The <i>Contractor</i> provides the insurance stated in | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
| | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 |
| 9 | Termination | Should the contractor not comply with the requirements of the service level agreement in Core Clause 21, the employer is entitled to terminate the works. |
| | Data for Main Option clause | |
| A | Priced contract with Activity Schedule | as detailed in Part C2 |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 2 weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is | The person appointed jointly by the parties from the list of adjudicators contained below |
| W1.2 | The <i>Adjudicator nominating body</i> is | The current Chairman of Johannesburg Advocate's Bar Council |
| W1.4 | The <i>tribunal</i> is | Arbitration |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa) |
| W1.4 | The place where arbitration is to be held is | Johannesburg, South Africa. |
| W1.4 | The person or organisation who will choose an arbitrator | The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |



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| 12 | Data for Secondary Option Clauses | |
| X1 | Price Adjustment | |
| X1.1 | Defined term X1 | <p>a) The Base Date Index (B) is the latest available index before the base date.</p> <p>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.</p> <p>(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by $(L - B)/B$ for the index linked to it.</p> |
| X1.2 | Price Adjustment Factor | X1.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated, and a correction included in the next assessment of the amount due. |
| X 1.3 | Compensation events | <ul style="list-style-type: none"> • Defined Cost current at the time of assessing the compensation event adjusted to base date by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due and • Defined Cost at base date levels for amounts calculated from rates and prices in the Price List. |
| X1.4 | Price Adjustment Option A | <p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> • the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment, • the amount for price adjustment included in the previous amount due and, • correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment. |
| X17 | Low Service Damages | |
| | Low service damages of the services are | Refer to Annexure C- Low services damages |
| X18 | Limitation of Liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |



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| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | Refer to C1.4 insurance schedule |
| X18.3 | The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | Refer to C1.4 insurance schedule |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | <p>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.</p> <p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right |
| X19 | Task Order | |
| X19.1 | Identified and Defined terms | <p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p> |



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| X19.2 | Providing the service | <p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used, |
| X 19.3 | | <p>The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events</p> |
| X19.4 | Time | <p>The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.</p> |
| X19.5 | Task Order Programme | <p>The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.</p> |
| Z | The <i>Additional conditions of contract</i> are | Z1 – Z20 |
| | Amendments to the Core Clauses | |
| Z1 | Interpretation of the law | |
| Z1.1 | <p>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p> | |
| Z2 | Disallowed Cost | |
| Z2.1 | <p>Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee") ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)</p> | |
| Z2.2 | Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows | |
| Z2.2.1 | "Disallowed Cost is cost which the Service Manager decides | |
| Z2.2.1.1 | is not justified by the <i>Contractor's</i> accounts and records, | |



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| Z2.2.1.2 | should not have been paid to a Subcontractor or supplier in accordance with his contract or |
| Z2.2.1.3 | was incurred only because the <i>Contractor</i> did not |
| Z2.2.1.3.1 | follow an acceptance or procurement procedure stated in the Service Information |
| Z2.2.1.3.2 | comply with a procedure set out in his quality plan or |
| Z2.2.1.3.3 | give an early warning which this contract required him to give; and the cost of |
| Z2.2.1.4 | correcting Defects after Completion; |
| Z2.2.1.5 | correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information; |
| Z2.2.1.6 | correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment; |
| Z2.2.1.7 | correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan; |
| Z2.2.1.8 | correcting Defects which the <i>Contractor</i> has previously corrected; |
| Z2.2.1.9 | Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information; |
| Z2.2.1.10 | resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and |
| Z2.2.1.11 | preparation for and conduct of an adjudication or proceedings of the tribunal." |
| Z4 | Extending the defects date: |
| Z4.1 | Providing the Service: Delete core clause 20.1 and replace with the following: |
| | The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose. |
| Z5 | Termination |
| Z5.1 | Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings". |
| | Amendment to the Secondary Option Clauses |
| Z7 | Limitation of liability: |
| Z7.1 | Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 |
| Z7.2 | Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract |
| | Additional Z Clauses |
| Z8 | Cession, delegation and assignment |



| | |
|----------------|---|
| Z8.1 | The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i> |
| Z8.2 | The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity |
| Z9 | Joint and several liabilities |
| Z9.1 | If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract. |
| Z9.2 | The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf. |
| Z9.3 | The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> . |
| Z10 | Ethics |
| Z10.1 | The <i>Contractor</i> undertakes: |
| Z10.1.1 | not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract; |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. |
| Z10.2 | The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. |
| Z10.3 | If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1. |
| Z11 | Confidentiality |
| Z11.1 | All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld. |
| Z11.2 | If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> . |
| Z11.3 | This undertaking shall not apply to – |
| Z11.3.1 | Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause; |



| | |
|----------------|--|
| Z11.3.2 | Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; |
| Z11.3.3 | Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time); |
| Z11.4 | The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> |
| Z11.5 | The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause. |
| Z12 | <i>Employer's Step-in rights</i> |
| Z12.1 | If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i> |
| Z12.2 | The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end. |
| Z13 | Liens and Encumbrances |
| Z13.1 | The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time |
| Z14 | Intellectual Property |
| Z14.1 | Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works. |
| Z14.2 | IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> . |
| Z14.3 | The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works |
| Z14.4 | The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP |



| Z14.5 | The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ the claim ”), which arises out of or in relation to: | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|--|--|---|----------|----------------------------------|--------------------|---------|---|-------------------------|--------|---|---------------------|---------|---|----------------------------|---------|---|--------------|---------|--|---------------------|---------|--|--------------------------------------|----------|---|
| Z14.5.1 | the <i>Contractor’s</i> design, manufacture, construction or execution of the Works | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z14.5.2 | the use of the <i>Contractor’s</i> Equipment, or | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z14.5.3 | the proper use of the Works. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z14.6 | The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z16 | Dispute resolution: | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z16.1 | Appointment of the Adjudicator | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>An <i>Adjudicator</i> is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator’s Contract, April 2013</p> | Panel of Adjudicators | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>Name</th> <th>Location</th> <th>Contact details (phone & e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 ghandi@badela.co.za</td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 Errol.tate@mweb.co.za</td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 salimebrahim@mweb.co.za</td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 sebe@civilprojects.co.za</td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td>sam@samamod.com</td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 ryneke@duma.nokwe.co.za</td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 emeka@gosiame.co.za</td> </tr> </tbody> </table> | Name | Location | Contact details (phone & e mail) | Adv. Ghandi Badela | Gauteng | +27 11 282 3700 ghandi@badela.co.za | Mr. Errol Tate Pr. Eng. | Durban | +27 11 262 4001 Errol.tate@mweb.co.za | Adv. Saleem Ebrahim | Gauteng | +27 11 535-1800 salimebrahim@mweb.co.za | Mr. Sebe Msutwana Pr. Eng. | Gauteng | +27 11 442 8555 sebe@civilprojects.co.za | Mr. Sam Amod | Gauteng | sam@samamod.com | Adv. Sias Ryneke SC | Gauteng | 083 653 2281 ryneke@duma.nokwe.co.za | Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za |
| Name | | Location | Contact details (phone & e mail) | | | | | | | | | | | | | | | | | | | | | | | |
| Adv. Ghandi Badela | | Gauteng | +27 11 282 3700 ghandi@badela.co.za | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. Errol Tate Pr. Eng. | | Durban | +27 11 262 4001 Errol.tate@mweb.co.za | | | | | | | | | | | | | | | | | | | | | | | |
| Adv. Saleem Ebrahim | | Gauteng | +27 11 535-1800 salimebrahim@mweb.co.za | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. Sebe Msutwana Pr. Eng. | | Gauteng | +27 11 442 8555 sebe@civilprojects.co.za | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. Sam Amod | | Gauteng | sam@samamod.com | | | | | | | | | | | | | | | | | | | | | | | |
| Adv. Sias Ryneke SC | | Gauteng | 083 653 2281 ryneke@duma.nokwe.co.za | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za | | | | | | | | | | | | | | | | | | | | | | | | |
| Z16.2 | Appointment of the Arbitrator | | | | | | | | | | | | | | | | | | | | | | | | | |



| | | | | |
|--------------------------------------|--|---|----------|---|
| | An <i>Arbitrator</i> is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Arbitrator</i> , the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of <i>Arbitrators</i> below | Panel of Arbitrators | | |
| | | Name | Location | Contact details (phone & e mail) |
| | | Adv. Ghandi Badela | Gauteng | +27 11 282 3700 ghandi@badela.co.za |
| | | Mr. Errol Tate Pr. Eng. | Durban | +27 11 262 4001 Errol.tate@mweb.co.za |
| | | Adv. Saleem Ebrahim | Gauteng | +27 11 535-1800 salimebrahim@mweb.co.za |
| | | Mr. Sebe Msutwana Pr. Eng. | Gauteng | +27 11 442 8555 sebe@civilprojects.co.za |
| | | Mr. Sam Amod | Gauteng | sam@samamod.com |
| | | Adv. Sias Ryneke SC | Gauteng | 083 653 2281 ryneke@duma.nokwe.co.za |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za | | |
| Z17 | Notification of a compensation event | | | |
| Z17.1 | Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption. | | | |
| Z18 | BBBEE Certificate | | | |
| Z18.1 | The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract. | | | |
| Z19 | Communication | | | |
| Z19.1 | Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more | | | |
| Z19.2 | The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days. | | | |
| Z20 | Delegation | | | |
| | As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following: | | | |
| Z20.1 | As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations | | | |
| Z21 | Health, safety and the environment | | | |



| | |
|----------------|---|
| Z21.1 | The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure D. |
| Z21.2 | Without limitation, the <i>Contractor</i> : |
| Z21.2.1 | accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“ the Construction Regulations ”) for the Site; |
| Z21.2.2 | undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing. |
| Z21.3 | The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing. |



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



| | | |
|--|--|---|
| | <p>Name:</p> <p>Job Title for this Project:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p> | <p>Health & Safety Officer</p> |
|--|--|---|

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

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

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

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

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

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

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

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

Insurance Affected by the Contractor.

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

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

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

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

Sub-Contractors

The Contractor shall:

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

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

1. For the purpose of the Bill of Quantities the following words shall have the meaning hereby assigned to them:
Unit: the unit of measurement for each item of work as defined in the Standard Specification.
Quantity: the number of units of work for each item.
Rate: the agreed payment per unit of measurement.
Amount: The product of quantity and agreed rate for an item.
Sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any unit.
hr: Is 60 minutes spent by workers or equipment doing work, intended for the Employer (ACSA) or work requested by the Employer/Service Manager/His representative. Workers may be directly or indirectly employed by the Contractor. Equipment maybe directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
Day: Is nine (9) hours spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
2. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overheads charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included for and included in the unit rates and sum amount tendered such items.



5. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amounts of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
6. Labour charges: this hourly rate can be used in instances where there is no fixed item in the Bill of Quantities dedicated for specific work. The use of this item shall be agreed with the Service Manager or a representative that may be appointed by the Employer.
7. Note: All rates in the BOQ are Vat inclusive.

Bidders must only price in accordance with the pricing schedule below, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

SITE ESTABLISHMENT COSTS:

| Description | Unit | Rate (ZAR Year 1) | Year 2 PLUS estimated 6% CPI | Year 3 PLUS estimated 6% CPI |
|---|----------|-------------------|------------------------------|------------------------------|
| Site establishment – O.R Tambo International Airport | per test | | | |
| Site establishment – King Shaka International Airport | per test | | | |
| Site establishment – Cape Town International Airport. | per test | | | |
| Site establishment – Bram Fischer International Airport | per test | | | |
| Site establishment – Upington International Airport | per test | | | |
| Site establishment – Port Elizabeth International Airport | per test | | | |
| Site establishment – East London Airport | per test | | | |
| Site establishment – George Airport | per test | | | |
| Site establishment – Kimberley Airport | per test | | | |
| | | | | |
| Friction Testing for O.R Tambo International Airport Runway 03L/21R | per test | | | |
| Friction Testing for O.R Tambo International Airport Runway 03R/21L | per test | | | |
| Friction Testing for Cape Town International Airport Runway 01/19 | per test | | | |



| | | | | |
|--|----------|--|--|--|
| Friction Testing for Cape Town International Airport Runway 16/34 | per test | | | |
| Friction Testing for King Shaka International Airport Runway 06/24 | per test | | | |
| Friction Testing for Bram Fischer International Airport Runway 02/20 | per test | | | |
| Friction Testing for Bram Fischer International Airport Runway 12/30 | per test | | | |
| Friction Testing for George Airport Runway 11/29 | per test | | | |
| Friction Testing for East London Airport Runway 06/24 | per test | | | |
| Friction Testing for East London Airport Runway 11/29 | per test | | | |
| Friction Testing for Kimberley Airport Runway 02/20 | per test | | | |
| Friction Testing for Kimberley Airport Runway 10/28 | per test | | | |
| Friction Testing for Upington International Airport Runway 17/35 | per test | | | |
| Friction Testing for Upington International Airport Runway 01/19 | per test | | | |
| Friction Testing for Upington International Airport Runway 08/26 | per test | | | |
| Friction Testing for Port Elizabeth Airport Runway 08/26 | per test | | | |
| Friction Testing for Port Elizabeth Airport Runway 17/35 | per test | | | |
| | | | | |
| Rate Standing Time | hr | | | |
| | | | | |



PRICE SCHEDULE 1A: O.R TAMBO INTERNATIONAL AIRPORT

| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*16) | (b) Total cost for Friction testing 03L/21R (Rate * Frequency) =(Rate*4) | (c) Total cost for Friction testing 03R/21L (Rate * Frequency) =(Rate*12) | d) Total Price for Year 1 (a) +(b)+ (c)Excl VAT |
|--|--------------------|--|--|--|--|
| O.R Tambo International Airport | 03L/21R 03R/21L | R | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*16) | (b) Total cost for Friction testing03L/21R (Rate * Frequency) =(Rate*4) | (c) Total cost for Friction testing 03R/21L (Rate * Frequency) =(Rate*12) | (d) Total Price for Year 2 (a) +(b)+ (c)Excluding VAT |
| O.R Tambo International Airport | 03L/21R 03R/21L | R | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*52) | (b) Total cost for Friction testing 03L/21R (Rate * Frequency) =(Rate*12) | (c) Total cost for Friction testing03R/21L (Rate * Frequency) =(Rate*52) | Year 3 (a) +(b)+ (c) Excluding VAT |
| O.R Tambo International Airport | 03L/21R 03R/21L | R | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1A | | | | | R |

*Year 1 Assuming once in 3 months on 03L and once a month on 03R

*Year 2 Assuming once a month on 03R and once in 3 months on 03L and *Year 3 Assuming once a month on 03L and once a week on 03R



PRICE SCHEDULE 1B CAPE TOWN INTERNATIONAL AIRPORT

| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*4) | (b) Total cost for Friction testing 01/19 (Rate * Frequency) =(Rate*4) | (c) Total cost for Friction testing 16/34 (Rate * Frequency) =(Rate*1) | d) Total Price for Year 1 (a) +(b)+ (c) Excl VAT |
|---|----------------|--|---|---|---|
| Cape Town International Airport (CTIA) | 01/19 16/34 | R | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*4) | (b) Total cost for Friction testing 01/19 (Rate * Frequency) =(Rate*4) | (c) Total cost for Friction testing 16/34 (Rate * Frequency) =(Rate*1) | d) Total Price for Year 2 (a) +(b)+ (c) Excl VAT |
| Cape Town International Airport (CTIA) | 01/19 16/34 | R | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*12) | (b) Total cost for Friction testing 01/19 (Rate * Frequency)=(Rate*12) | (c) Total cost for Friction testing 16/34 (Rate * Frequency) =(Rate*1) | d) Total Price for Year 3 (a) +(b)+ (c) Excl VAT |
| Cape Town International Airport (CTIA) | 01/19 16/34 | R | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1B | | | | | R |

*Year 1 and Year 2 Assuming once in 3 months 01/19 and once a year for 16/34

*Year 3 Assuming once in a month 01/19 and once a year for 16/34



PRICE SCHEDULE 1C KING SHAKA INTERNATIONAL AIRPORT

| | | | | |
|---|---------------|---|--|---|
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*4) | (b) Total cost for Friction test 06/24 (Rate*Frequency) =(Rate*4) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
| King Shaka International Airport | 06/24 | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*4) | (b) Total cost for Friction test 06/24 (Rate*Frequency) =(Rate*4) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| King Shaka International Airport | 06/24 | R | R | R |
| Airport | Runway | (a) Total cost for Site Establishment (Rate*Frequency) =(Rate*4) | (b) Total cost for Friction test 06/24 (Rate*Frequency) =(Rate*4) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| King Shaka International Airport | 06/24 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1C | | | | R |

Note *Year 1, 2 and 3 Assuming once in 3 months



PRICE SCHEDULE 1D: BRAM FISCHER AIRPORT

| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 12/30 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
|--|----------------|--|---|---|
| Bram Fischer Airport | 02/20 12/30 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 12/30 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| Bram Fischer Airport | 02/20 12/30 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 12/30 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| Bram Fischer Airport | 02/20 12/30 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1D | | | | R |



PRICE SCHEDULE 1E: GEORGE AIRPORT

| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
|--|---------------|--|--|---|
| George Airport | 11/29 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| George Airport | 11/29 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| George Airport | 11/29 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1E | | | | R |

*Year 1, 2 and 3 Assuming once in year



PRICE SCHEDULE 1F: EAST LONDON AIRPORT

| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 06/24 and 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
|--|----------------|--|---|---|
| East London Airport | 06/24 11/29 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 06/24 and 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| East London Airport | 06/24 11/29 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 06/24 and 11/29 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| East London Airport | 06/24 11/29 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1F | | | | R |

*Year 1, 2 and 3 Assuming once in year



PRICE SCHEDULE 1G: KIMBERLY AIRPORT

| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 10/28 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
|--|----------------|--|--|--|
| Kimberly Airport | 02/20 10/28 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 10/28 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| Kimberly Airport | 02/20 10/28 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction test 02/20 and 10/28 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| Kimberly Airport | 02/20 10/28 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1G | | | | R |

*Year 1, 2 and 3 Assuming once in year



AIRPORTS COMPANY
SOUTH AFRICA

PRICE SCHEDULE 1H: UPINGTON AIRPORT

| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 17/35, 01/19, and 08/26 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
|--|------------------------|--|--|---|
| Upington Airport | 17/35, 01/19 and 08/26 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 17/35, 01/19, and 08/26 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| Upington Airport | 17/35, 01/19 and 08/26 | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 17/35, 01/19, and 08/26 (Rate*Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| Upington Airport | 17/35, 01/19 and 08/26 | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1H | | | | R |

Note

*Year 1, 2 and 3 Assuming once in year



PRICE SCHEDULE 1I: PORT ELIZABETH AIRPORT

| | | | | | |
|--|----------------|--|--|---|---|
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 08/26 (Rate*Frequency) =(Rate*1) | (c) Total cost for Friction testing 17/35 (Rate * Frequency) =(Rate*1) | c) Total Price for Year 1 (a) +(b) Excluding VAT |
| Port Elizabeth Airport | 08/26 17/35 | R | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 08/26 (Rate*Frequency) =(Rate*1) | (c) Total cost for Friction testing 17/35 (Rate * Frequency) =(Rate*1) | c) Total Price for Year 2 (a) +(b) Excluding VAT |
| Port Elizabeth Airport | 08/26 17/35 | R | R | R | R |
| Airport | Runway | (a) Total cost of Site Establishment (Rate*Frequency) =(Rate*1) | (b) Total cost of Friction testing 08/26 (Rate*Frequency) =(Rate*1) | (c) Total cost for Friction testing 17/35 (Rate * Frequency) =(Rate*1) | c) Total Price for Year 3 (a) +(b) Excluding VAT |
| Port Elizabeth Airport | 08/26 17/35 | R | R | R | R |
| GRAND TOTAL PRICE FOR SCHEDULE 1I | | | | | R |

*Year 1,2 and 3 Assuming once in year



AIRPORTS COMPANY
SOUTH AFRICA



PRICE SCHEDULE 1J: SUMMARY PRICE SCHEDULE FOR AIRPORTS

| Airport | 3 Year Price Including Escalations |
|---|---|
| GRAND TOTAL PRICE SCHEDULE 1A: O.R TAMBO INTERNATIONAL AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1B: CAPE TOWN INTERNATIONAL AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1C: KING SHAKA INTERNATIONAL AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1D: BRAAM FISCHER AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1E: GEORGE AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1F: EAST LONDON AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1G: KIMBERLY AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1H: UPINGTON AIRPORT | R |
| GRAND TOTAL PRICE SCHEDULE 1I: PORT ELIZABETH AIRPORT | R |
| GRAND TOTAL PRICE FOR ALL AIRPORTS INCLUDING ESCALATIONS | R |
| VAT 15% | R |
| 3 YEAR TOTAL TENDER PRICE FOR ALL AIRPORTS INCLUDING VAT AND ESCALATIONS (Form of offer amount C1.1) | R |

**Site establishment – Personnel, Vehicle and Equipment permits; Induction; Vehicle branding; Vehicle squitter; Travel; Compliance to Health, Safety and Environment regulations and other related)*

NB:

- No tender will be awarded to any person without a valid a letter of good standing issued by the Department of Labour or the Federated Employers' Mutual Assurance Company (FEM)
- No tender will be awarded to any person whose tax matters have not been declared to be in order by the South African Revenue Services.
- No tender will be awarded to any person who is not registered with CSD



Part C3: Scope of Work

| Document reference | Title | No of pages |
|---------------------------|--|--------------------|
| | <i>This cover page</i> | |
| C3.1 | <i>Description of Works</i> | |
| C3.2 | <i>Nature Of Works</i> | |
| C3.3 | <i>Contract Management</i> | |
| C3.4 | <i>Maintenance Specifications: Particular (Project Specifications)</i> | |
| C3.5 | <i>Annexures To The Scope Of Work</i> | |
| | Total number of pages | |

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Service provider will be responsible for friction testing on the runways at ACSA (nationwide). The specifications and requirements in this document comprise the description of the Works.

The nature of the contract is as follows:

- i. The service provider must be available for scheduled work and unscheduled work (Emergency). The service provider will also ensure that all equipment necessary to perform the services is available.
- ii. Work will only take place when needed and upon instruction by the Service manager. In all instances, except those expressly stated as emergency works, work shall only be undertaken upon instruction by the Services manager by issuing work orders. See ICAO recommendations table.
- iii. The contract is an "as and when required" - meaning there is no fixed forecasted spend.

C3.1.2 OVERVIEW OF THE WORKS

The skid-resistance of runway pavement deteriorates due to a number of factors, the primary ones being mechanical wear and polishing action from aircraft tires rolling or breaking on the pavement, and the accumulation of contaminants, chiefly rubber, on the pavement surface. The effect of these two factors is directly dependent upon the volume and type of aircraft traffic. Other influences on the rate of deterioration are local weather conditions, the type of pavement, the materials used in original construction, any subsequent surface treatment and airport maintenance practices. Structural pavement failure such as rutting, cracking, joint failure, settling, or other indicators of distressed pavement can also contribute to runway friction losses. It is important that runway inspections note any changes in surface condition so that appropriate and timely remedial action can be undertaken.

Contaminants, such as rubber deposits, jet fuel, oil spillage, moss, algae, water, snow, ice, and slush, all cause friction loss on runway pavement surfaces. The most persistent contaminant problem is deposit of rubber from tyres of landing aircraft. Rubber deposits predominantly occur at the touchdown areas on runways and can be quite extensive. Heavy rubber deposits can completely cover the pavement surface texture causing loss of aircraft braking capability and directional control, particularly when runways are wet.

NOTE: It is the responsibility of the contractor to familiarise him/herself with the site to accurately assess the site conditions and fully comprehend the nature and scope of work required.

C3.1.4 Location of the works

The Service provider will be responsible for friction testing at ACSA airports. The work is to be performed at ACSA Airports runways.

| Airport | Runway | Surface type | Last upgrade | Length of runway (m) |
|--------------------------------------|---------|-----------------|--------------|----------------------|
| Bram Fischer International Airport | 02/20 | UTFC | 2009 | 2559 |
| | 12/30 | UTFC | 2009 | 2195 |
| East London Airport | 06/24 | BRASO | 2012 | 1589 |
| | 11/29 | BRASO | 2013 | 1935 |
| George Airport | 11/29 | UTFC | 2013 | 2000 |
| Kimberley Airport | 02/20 | UTFC | 2013 | 3000 |
| | 10/28 | UTFC | 2013 | 2600 |
| O.R Tambo International Airport | 03L/21R | BRASO | 2021 | 3370 |
| | 03R/21L | UTFC | 2021 | 4280 |
| Cape Town International Airport. | 01/19 | UTFC | 2013 | 3201 |
| | 16/34 | Medium | 2009 | 1701 |
| King Shaka International Airport | 06/24 | SMA | 2010 | 3700 |
| Port Elizabeth International Airport | 08/26 | Medium, grooved | 2009 | 1980 |
| | 17/35 | Medium, grooved | 2009 | 1677 |
| Upington International Airport | 17/35 | UTFC | 2009 | 4900 |
| | 01/19 | Medium | 2009 | 2438 |
| | 08/26 | Medium | 2009 | 836 |

C3.1.5 Staff Compliments

- The Service provider will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Service provider will ensure that the staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of the staff taking sick leave, paid leave and will allow for all staff related eventualities.
- The Service provider shall continuously ensure that all staff is suitable, able and competent for the duties required of them.
- The Service provider shall continuously ensure that all staff is knowledgeable and trustworthy of the friction testing activities/procedures in the area.



- The Service provider shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
- The Service provider shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff are always immediately reachable via cell phone.

- All work, including work times shall be performed as per the employer's requirements. Any equipment breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift.

C3.2 NATURE OF SERVICE (Works Specifications)

3.2.1 ICAO Requirement

ICAO Annex 14 Chapter 10 Aerodrome Maintenance details the requirement for friction characteristics of runways under Section 10.2 - Pavements. The Annex requirements covers measurement of friction characteristics and corrective maintenance action. These requirements are further detailed in the ICAO Airport Services Manual – Part 2. Bidders are to familiarise themselves with these documents and ensure compliance with the requirements.

3.2.2 Technique for Runway Surface Friction Measurements

Note: CFME = continuous friction measuring equipment

A runway surface friction assessment is conducted under controlled conditions using self-wetting CFME devices, to establish the friction characteristics of a runway and to identify those areas of a runway surface that may require rejuvenation for safe aircraft operation. A list the ICAO recommended CFME is shown in Table 1 below:

| Test Equipment | Test Tyre (Type/Pressure KPa) | | Test speed km/hr | Test water depth (mm) | Design objective for new surface (DONS) | Maintenan ce planning level (MPL) | Minimum friction level (MFL) |
|------------------------------------|----------------------------------|-----|---------------------|-----------------------------|---|--|---------------------------------------|
| Mu-meter trailer | A | 70 | 65 | 1.00 | 0.72 | 0.52 | 0.42 |
| | A | 70 | 95 | 1.00 | 0.66 | 0.38 | 0.26 |
| Skiddometer Trailer | B | 210 | 65 | 1.00 | 0.82 | 0.60 | 0.50 |
| | B | 210 | 95 | 1.00 | 0.74 | 0.47 | 0.34 |
| Surface Friction Tester Vehicle | B | 210 | 65 | 1.00 | 0.82 | 0.60 | 0.50 |
| | B | 210 | 95 | 1.00 | 0.74 | 0.47 | 0.34 |
| Runway Friction Tester Vehicle | B | 210 | 65 | 1.00 | 0.82 | 0.60 | 0.50 |
| | B | 210 | 95 | 1.00 | 0.74 | 0.54 | 0.41 |
| TATRA Friction | B | 210 | 65 | 1.00 | 0.76 | 0.57 | 0.48 |



| | | | | | | | |
|---------------|---|-----|----|------|------|------|------|
| TesterVehicle | B | 210 | 95 | 1.00 | 0.67 | 0.52 | 0.42 |
| RUNAR | B | 210 | 65 | 1.00 | 0.69 | 0.52 | 0.45 |
| Trailer | B | 210 | 95 | 1.00 | 0.63 | 0.42 | 0.32 |
| Grip tester | C | 140 | 65 | 1.00 | 0.74 | 0.53 | 0.43 |
| Trailer | C | 140 | 95 | 1.00 | 0.64 | 0.36 | 0.24 |

Note: List of CFME is progressively updated by ICAO to account for new and emerging technologies and out-of-manufacture devices. The preferred equipment must be able to give both 65km/hr and 95 km/hr.

- The friction characteristics of a runway varies over time as the runway is subject to tyre abrasive forces, rubber build up and to the effects of climate and other environmental conditions. Aerodrome operators should monitor the results of assessments and should vary the interval between assessments depending on the results. If historical data indicates that the surface is deteriorating relatively quickly, more frequent monitoring may be required in order to ensure that maintenance is arranged before the friction characteristics deteriorate to an unacceptable level.
- The friction characteristics of a runway can also alter significantly following maintenance activities, even if the activity was not intended to affect the friction characteristics. Therefore, a runway surface friction assessment should be conducted following any significant maintenance activity conducted on the runway and before the runway is returned to service. Runway surface friction assessments should also be conducted following pilot reports of perceived poor braking action, if there are visible signs of runway surface loss of macrotexture, or for any other relevant reason.

3.2.3 Method of work for friction testing

Surface friction testing of runways entails conducting a surface friction assessment under controlled conditions using self-wetting Continuous Friction Measuring Equipment (CFME) to establish the friction characteristics of a runway. Runway surface friction is directly relevant to the braking action which will be available to an aircraft decelerating after touch down, or after a decision to reject take off. The principle of surface friction is governed by aircraft braking coefficient which is dependent upon the surface friction between the tyres on the aircraft wheels and the pavement surface. Less friction means less aircraft braking coefficient and less aircraft braking response. Friction is expressed as the coefficient of friction, this is the ratio of the friction force between two surfaces in contact and the normal force which exist between the object resting on the surface and the actual surface.

3.2.4 Equipment Used

The purpose of the equipment is to reduce maintenance costs and improve safety on roads, airports, flight decks and pedestrian areas. The friction tester must:

- Identify areas of deteriorating surface friction before conditions become dangerous
- Help set maintenance priorities
- Perform safety checks on winter runways

3.2.5 The equipment must have the following features:

- Must be recognised with ICAO and civil aviation authorities worldwide (including the US FAA)
- Low cost, reliable, robust, easy to maintain
- Repeatability and reproducibility
- Pavement profile must not affect the readings
- Braked wheel, fixed slip design with the horizontal and vertical components of friction continuously monitored
- Equipped with a self watering system that provides a specified water depth in front of the friction measuring tyres.
- Rapid and simple data acquisition using a standard PC: colour output using a standard printer
- Can be towed (if not built-in) up to 130km/hr or used in pushing mode
- Extremely stable calibration: checking and adjustment of calibration quick and easy to perform
- Measuring tyres manufactured and tested in accordance with an ASTM standard
- Compliance with ICAO regulations for all airport operators
- Rugged and reliable
- Compact: easy to handle and transport
- The system must have the capability to produce results in severe winter conditions.
- Results must be easy to view and file. They must be automatically archived to PC, where powerful software will identify and establish trends in order to establish the need for rubber removal.
- Friction tests are to be carried out at 65km/hr and 95km/hr
- System must have the ability to connect with a pavement management system.

Note:

- Adequate professional training in the operation and maintenance of the device and procedures for conducting friction measurements is essential to ensure reliable friction data.
- All friction measuring devices should periodically have their calibration checked to ensure that it is maintained within the tolerances given by the manufacturer. The calibration certificate must be checked and sent to the client on a quarterly basis
- Devices with a self-watering system should be calibrated periodically to ensure that the water flow rate is maintained within the manufacturer's tolerances and that the amount of water produced for the required water depth is always consistent and applied evenly in front of the friction measuring tires throughout the speed range of the vehicle.

3.2.6 The equipment must offer the following benefits to the airport:

- Better scheduling of maintenance work for airports, roads, flight decks and pedestrian areas
- Improved safety for road and air travellers
- Compliance with ICAO regulations for all airport operators
- The equipment must provide reliable data to plan corrective maintenance

3.2.7 Technical Specifications for friction measuring devices

- Mode of measurement: Continuous measurement in motion must be taken along the part of the pavement to be tested
- Ability to maintain calibration: The equipment must be able to withstand rough use and still maintain calibration
- Mode of braking: During friction measurement operations using:
 - a fixed slip device, the friction measuring wheel should be continuously braked at a constant slip ratio within the range of 20 to 30 percent
 - A side force device, the included angle (single wheel) should be within a range of 5° to 10°
- Excessive vibrations: The design of the equipment should exclude any possibility of sustained vertical vibrations of the cushioned and uncushioned mass occurring in all travel speed ranges during the measuring operations, particularly in respect of the measuring wheel.
- Stability: The equipment should possess positive directional stability during all phases of operation including high speed turns which are sometimes necessary to clear a runway.

3.3.6 Procedures for Runway Surface Friction Assessment

- **Equipment Checks**

The CFME operator should ensure that the equipment is in full working order and calibrated in accordance with the manufacturers' operating instructions.

- **Operators and Training Competency**

The success of friction measurement in delivering reliable friction data depends greatly on the personnel who are responsible for operating the CFME. All operators should be trained in its operation and maintenance and be aware of the critical factors affecting the accuracy of friction measurements. General guidance on assessment speed, calculated water depth and tyre type and pressure should be sought from the CFME manufacturer.

For consistency purposes, one type of CFME and consultancy source(s) can be adopted to be used over a given period of time to data integrity and prevent inadvertent confusions that may arise from using different CFME within a short period of time.

- **Assessment Conditions**

The runway surface should be free from precipitation during the assessment, with no wet patches.

The assessment should be conducted at an ambient air temperature above 2° C.

Surface dampness and fog conditions might also affect the outcome of the assessment and crosswinds may affect self-wetting assessments. Advice on these issues should be sought from the CFME manufacturer.

- **Assessment Procedure**

A runway surface friction assessment consists of two check runs supplementing a series of standard runs.

➤ **Check Runs**

A check run is designed to confirm that the operation of the CFME is consistent throughout the full runway surface friction assessment and should be conducted before and after completion of the standard runs, under the same conditions. A check run should be performed over the entire pavement length on a portion of the runway that does not traverse any other runs, and at a constant speed.

➤ **Standard Runs**

Friction readings for the survey run are collected by the CFME along the line of the entire pavement length at 1m, 3m, 5m and 8m (but not limited) on either side of the centreline. An average friction value is determined every 10 and 100 meters along a run. The runway width should be divided into equal thirds, including the central and outer trafficked portions. The friction level for each portion is determined by the lowest of the rolling averages. This methodology is applied for each of the three portions of the runway. In each case the applicable runs across the widths of the each portion are averaged before undertaking the rolling average calculation.

The average friction reading for each third of the runway is displayed by the computer on a schematic runway “map”. When the survey has been completed, averages over the width and length of the runway are displayed. The results may be printed immediately or stored in a Database;

The track(s) of the measuring wheel(s) should not run along the line of the pavement joints or longitudinal cracks;

The run pattern for a runway with Touchdown Zone (TDZ) markings should be planned so as to include one run either side of the centreline to pass through the centre of the painted TDZ markings;

If there is any reason to doubt the accuracy of the runway surface friction assessment, it should be repeated.

3.2.8 Records Keeping

Records should be kept of all runway surface friction assessments. The report must be in any format and also in editable version. The following items should be recorded for each assessment, and made available upon request to the CAA and ACSA:

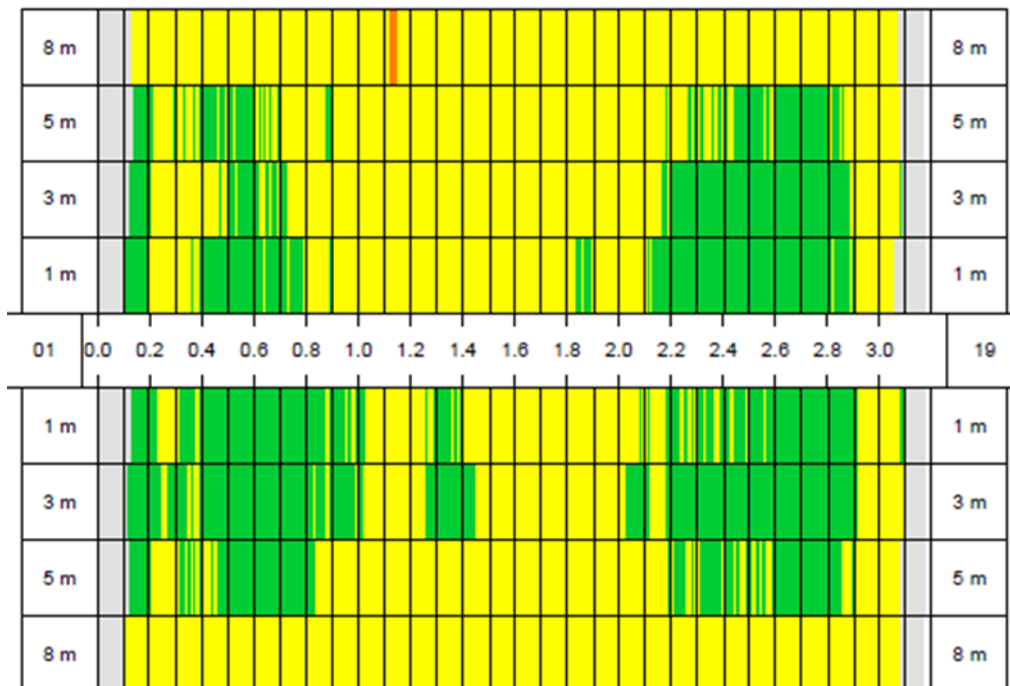
- Date and time of assessment.
- Runway assessed.
- Run number and runway direction.
- Distance from the centreline and on which side of centreline the run was performed.
- Constant run speed (Km/h) for each run.
- Run length.
- Self-wetting system on/off (refers to check runs only).
- Surface condition.
- Average friction level per run.
- Friction levels for each portion of the pavement.



- Overall friction level (include output table)

Results should be presented in the below format. Should the format requirements change during the contract duration, ACSA will communicate such changes with the service provider and provide new format.

| | | | |
|---------------------|---------------|--------------------------|---------------|
| Survey Date | 17 March 2021 | Serial Numbers | DE 1499 |
| Operator | [REDACTED] | Axle Type | S-Type 707610 |
| Weather Conditions | Clear | Tyre Series | ASTM E1551 |
| Surface Condition | Dry | Tyre SN | N/A |
| Ambient Temperature | 22 °C | Water Film Thickness | 1.0mm |
| Start Time | 23:30 | Target Speed | 65km/h |
| Survey Distance | 3200m | Sample Distance Interval | 1.0m |



3.2.9 Frequency of Runway Friction Testing

ICAO Airport services manual: Part 2 should be used for determination of the frequency and timing of friction measurements by employing a self – wetting CFME device. The frequency has been designated in regard to operating condition of turbo-jet aircraft at a respective airport. Table 2 below shows the friction testing frequency in accordance with the Airport services manual: Part 2:



Table 2: Recommended Friction Survey Frequency (extract from Annex 14 – Attachment A)

| Daily turbo-jet aeroplane landings for runway end [H] | Annual aeroplane mass for runway end (million kg) [K] | Minimum friction survey frequency [M] | Minimum rubber removal frequency [N] |
|---|---|---------------------------------------|--------------------------------------|
| less than 15 | less than 447 | once per year | once every 2 years |
| 16 to 30 | 448 to 838 | once every 6 months | once every year |
| 31 to 90 | 839 to 2 404 | once every 3 months | once every 6 months |
| 91 to 150 | 2 405 to 3 969 | once every month | once every 4 months |
| 151 to 210 | 3 970 to 5 535 | once every 2 weeks | once every 3 months |
| greater than 210 | greater than 5 535 | once every week | once every 2 months |

The above should be observed as a mandatory requirement for safe operation of aircraft:

3.2.10 The frequencies *could* be adjusted depending upon:

- the type, mix and frequency of aircraft operating on the runway;
- the specific micro- and macro-texture characteristics of the pavement surface;
- the presence, extent and severity of surface contaminants especially rubber build-up;
- the existence of pavement surface problems which may directly affect friction levels;
- pilot reports of low friction levels being experienced during aircraft braking;
- the frequency of past programs for the removal of surface rubber contaminants;
- any recent construction or maintenance of the pavement surface, and
- the results of past friction measurements



3.2.11 Permits

The Average costs of permits for all Airports (subject to changes) are currently as follows:

| Permit Type | Duration | Current Price |
|--------------------------------------|--------------|---------------|
| PERSONAL PERMITS | | |
| Personal permanent permits | 6days-2years | 270 |
| Per Icon | | 70 |
| Personal temporary permits | 2-5 days | 270 |
| Personal visitors permits | 1 day | 270 |
| VEHICLE PERMITS | | |
| Vehicle permanent permits | 1 year | 1141 |
| Vehicle add-on fee | 1 year | 5105 |
| Vehicle temporary permits | 1 - 3mths | 300 |
| Prorated add-on fee | 1 - 3mths | 1452 |
| Vehicle temporary permits | 3 -6 mths | 595 |
| Prorated add-on fee | 3 - 6mths | 2900 |
| Vehicle temporary permits | 1-3 days | 138 |
| Vehicle temporary permits | 4-30 days | 300 |
| Reprint of Vehicle Disc | | 138 |
| Change of Registration | | 138 |
| Contractors Vehicles 1- 3 Months | | 520 |
| Contractors Vehicles 4 - 6 Months | | 1035 |
| Permanent Contractors Vehicle Permit | 1 year | 1975 |
| PARKING PERMITS | | |
| Staff Parking | 1 year | 95 |
| Taxi Parking | 1year | 95 |
| LOST/DAMAGED PERMITS | | |
| 1st lost Personal permit | | 560 |
| 2nd loss personal permit | | 906 |
| 3rd loss personal permit | | No issue |
| ACSA 1st lost Personal Permit | | 300 |
| ACSA 2nd lost Personal Permit | | 620 |
| ACSA 3rd lost Personal Permit | | No issue |
| 1st damaged permit | | 450 |
| 2nd damage permit | | 570 |
| 3rd damaged permit | | No issue |
| | | |
| Permit + 1 Icon = R 340 | | |
| Permit + 2 Icons = R410 | | |
| Permit + 3 Icons = R 480 | | |
| Permit + 4 Icons = R 550 | | |
| Permit + 5 Icons = R 620 | | |
| | | |

3.2.12 Standing Time

Standing time refers to direct plant/equipment and labour costs incurred during delays that are attribute only to the airport authorities. No unforeseen delays due to inclement weather, industry strikes, unforeseen proclaimed public holidays or any other delays will be paid for under this item whatsoever. Rates under this item shall include for any additional direct plant, operator and labour costs incurred by the service provider during such delays. All supervision costs will be deemed to be part of the service provider's general obligations and no additional items will be paid under this item for foremen or managers, etc.

Losses for the first two hours of delay are deemed to be covered in the rates tendered for the items of work. The measurement will be taken from the time an instruction is received from the ATC to terminate the operation to the time the operation is commenced again or stopped for a particular shift. The tendered rate shall include full compensation for all losses incurred by the service provider. This item will only be applied if there is no other work area available that the service provider can relocate to within the first half hour. No allowance will be made for delays caused due to weather.

3.2.13 Site Establishment

The site establishment fees shall include costs to be paid per visit in preparation for a friction test. This will be payable per visit to and shall include direct costs incurred for obtaining all personal, vehicle permits (including safety induction, AVOP, etc) and vehicle transponders/ squitters required to gain access to airside or manoeuvring area. Site establishment fees shall include costs incurred for compliance to all prescribed Environmental and Occupational Health & Safety Regulations as required in the execution of the works.

C3.3 CONTRACT MANAGEMENT

C3.3.1 Management meetings

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

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: |
|---|-----------------------------|----------------------|---|
| Project progress meeting and safety inspections | As and when | Onsite | Contractor, Technician and Employer's safety officers |
| Risk reduction meetings | As and when | Onsite/telecon/skype | Service Manager, Contractor and Supervisor |

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

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

C3.3.2 Duties of Contractor

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

- The Contractor shall deliver all services within the service levels stipulated in this maintenance contract or where Bided for better service levels at the service level stipulated in the Bid submission.
- Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.



- The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
- Notifying the employer's representative/ Service Manager of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
- Payment of penalties defined in this contract within one month from receiving the notification of a penalty, failure to pay penalties will give the employer the right to deduct the penalty from the next invoice payment.
- The Contractor may with approval of the Service Manager sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.
- The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation, or statutory authorities. All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.
- The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.
- No existing sites will be replaced, refurbished or be declared redundant without the specific or written consent of the Employer. Replaced or redundant equipment remains the property of the Employer and shall be delivered to the Employer and a receipt must be obtained. A copy of all such receipts must accompany the Contractor's invoice for the relevant additional services.
- The award of this service contract implies no benefit to the Contractor other than those set out in the Contract document.
- The Employer reserves to himself the right to dispose of any scheduled items of equipment or to purchase and install new equipment. The Contractor will not be entitled to preferential consideration in respect of such new work.
- Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA

CIA). It is the Contractor's responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

C3.3.3 Health and safety risk management

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

The Service Manager shall be entitled to fine the Contractor an amount of contained in the low service damages table for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any 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. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

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) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in Annexure [B] to this Service Information.

C3.4 Personnel

A schedule of key personnel to this Contract will be provided to the Contract Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

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

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

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

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

| Permit | Required by/for | Department |
|--|---|-------------------|
| AVOP – Airside Vehicle Operator permit | All drivers of vehicles on airside | ACSA Safety |
| Airside Vehicle Permit | All vehicles that enter airside | ACSA Safety |
| Basement Parking permit | All vehicles allowed to enter the delivery basement | ACSA Parking |
| Personal permit | All persons employed on the airport | ACSA Security |
| Cell phone permit | All persons taking cell phones to airside | ACSA Security |
| Lap top permit | All persons taking lap top computers to airside | ACSA Security |
| Camera permit | All persons taking cameras or camera equipment to airside | ACSA Security |
| Hot Works Permit | All welding and/metal cutting work | ACSA Safety |

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

C3.5 Subcontracting

Should any part of the works be subcontracted, the Contractor will be responsible for all Works as if it was done so by the Contractor.

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

C3.6 Quality assurance requirements

All work shall conform to all relevant SANS standards ,regulations and Acts, such as the National Water Act 36 of 1998 and, OHS ACT regulations and all other legislation that might be relevant to this Contract or the execution thereof.

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

General

The Contractor's Quality Management System shall include quality management objectives, policies, organization, procedures and work instruction that comply with the requirements of ISO 9001/2000.

Quality Plan

The Contractor shall within 20 days from the commencement date submit a Project Quality Plan for the Contract. The Plan shall indicate how the Quality System shall apply to the specific requirements of the Contract to ensure compliance of the works with the requirements of the scope of works. The Project Quality Plan shall be subject to the approval of the Service Manager.

Quality Control Plans

Quality Control Plans shall be prepared by the Contractor and/or his subcontractors for each group of activities. Where applicable, approved plant, equipment or services required to realize the specific component shall be included.

Quality Control Plans shall be submitted to the Service Manager for approval and for the inclusion of his construction monitoring activities before any construction of the permanent works may commence.

The following surveillance requirements shall be included for affirmation by the Service Manager or his representative.

Record (R) Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Service Manager.

Verification (V) The Service Manager or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained and copied to the Service Manager.

Witness (W & S) The Service Manager or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall be reviewed from time to time. Documentary evidence shall be retained and copied to the Service Manager.

Hold (H) The Contractor may not proceed to the following activity until the Service Manager or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Service Manager.

Random (R) Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Service Manager.

The following categories shall apply in determining the requirement for a Quality Control Plan:

| Category | Clarification | Quality Control Plan |
|-----------------|--|---|
| Critical | A component, group of components, structure, the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions. | Required for all components. |
| Major | A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased , maintenance and/or impact negatively on the quality of the works. | As determined by the Contractor and to the approval of the Service Manager. |
| Minor | All items other than those categorized as Critical or Major and which are visible and capable of rectification during routine inspections. | As determined by the Contractor |

C3.7 Training workshops and technology transfer

The Contractor shall be responsible for conducting an on-site training (or off-site training should the Contractor be in position of a training facility) on the maintenance, inspection and maintenance of airside requirements and regulations.

C3.8 Invoicing and payment

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

The *Contractor* shall address the tax invoice to the following Address,
Airports Company South Africa SOC Ltd
Specific Airport
and include on each invoice the following information:

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

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4930138393;

Description of work done by cross reference to *Service Manager's* certificate;

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

Quote purchase order number as a reference

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za

C3.9 Provision of bonds and guarantees.

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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

Methods and procedures

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

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

C3.3.12 Service Level Agreements

The following service levels are the minimum service levels acceptable to the employer, the Contractor must always comply with and be able to match or better the service levels, see Annexure C

C3.3.13 Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged with the Helpdesk to the time the contractor reports to the Helpdesk that the problem has been resolved. 95% of all breakdowns will be restored to good working condition within **4 hours, unless a special agreement exists with the employer's agent.**

C3.4 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)

C3.4.1 Applicable Standard Specifications

National Water Act 36 of 1998

Note: The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil engineering contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

C3.4.2 Applicable National and International Standards

The Works must comply with certain National and International Standards. These include:

- SANS 10254: The installation, maintenance, replacement, and repair of fixed electric storage water heating systems.
- SANS 10252: water Reticulation and drainage in buildings.
- SANS 10400A: The application of the National Building Regulations
- SANS 10400: Part P, Drainage, Plumbing, Sanitation and Water Disposal.
- SANS 10400: Part S, Facilities for persons with disabilities.
- COLTO (1998 Ed.), namely.

| | |
|--------------|---|
| Series 1000 | General |
| Series 1100 | Definitions and Terms |
| Series 1200 | General Requirements and Provisions |
| Series 1300: | Contractors Establishment on Site And General Obligations |
| Series 1500: | Accommodation of Traffic |
- CIDB: Standard for Uniformity in Construction Procurement
 - Note: in a case where a stringent standard was used than the below mentioned, a stringent standard shall take precedence.
 - The Employer`s Procedures-D080 019M Maintenance of sewer systems
 - The Employer`s Procedures-D080 014M Maintenance of water systems

C.3.5 ANNEXURES TO THE SCOPE OF WORK

Annexures issued by the *Employer*.
 [This is the list of Annexure to the Scope of Works issued by the Employer at or before the Contract Date and which apply to this contract]

| Annexure | Revision | Title |
|-------------------|-----------------|---|
| Annexure A | 1 | Occupational Health and Safety Agreement |
| Annexure B | 1 | Environmental Terms and Condition |
| Annexure C | 1 | Service Level Agreements |
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**ANNEXURE A:
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

| |
|--|
| Name of Organisation: |
| AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INTERNATIONAL AIRPORT |
| Physical Address: |
| Airport Company South Africa SOC Limited |

Hereinafter referred to as “Client”

| |
|------------------------------|
| Name of organisation: |
| Physical Address |

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

| |
|---|
| GENERAL INFORMATION FORMING PART OF THIS AGREEMENT |
|---|

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatory” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a



Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate,



- reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
 6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
 7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
 8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
 9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
 10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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



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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



ANNEXURE B:

ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048

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

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



| | | |
|---------------------------|--------------|---|
| Training Awareness | & | The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport. |
|---------------------------|--------------|---|

Penalties

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

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

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

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

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

at:

Annexure C

Performance Targets

Work Completion Times

Work commencement

- Work must be commenced with at the time determined by the service manager considering operational requirements of the airport.

Work Completion

- Work must be completed within agreed time frame for asset handover back to operations

Quality

- Equipment must meet specifications requirements as outlined in ICAO standards
- Tolerances must meet specifications requirements as outlined in ICAO standards
- Sub-standard work must be corrected by the contractor at own cost

Work Guarantee Period

- Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply.

Existing services protection

- Contractor must protect and guard against damage of existing services and infrastructure
- Contractor to verify the existing services, and take necessary precautions to if unclear
- Damage to existing services and infrastructure must be repaired by the Contractor at own cost

Housekeeping

- Contractor must ensure that at the end of working day and at work completion the site is cleaned up and no debris, surplus materials, papers or any other kind of litter which can cause FOD is left behind

Low service Damages

| COMPLIANCE ITEM | STANDARD/REQUIREMENTS | METHOD OF MEASUREMENT | TARGET | DAMAGES |
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| <p>OHS Compliance Uniforms and staff personal protective equipment</p> | <p>No repeat Audit findings from Safety Department or Service Manager. Working safely and following the OHS Plan of the Contractor Use of correct Personal Protective Equipment</p> | <p>No incidents related to non-use of PPE Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager</p> | <p>100% compliance</p> | <p>First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.</p> <p>Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in works and replacement of employee.</p> <p>- If the same offender commits the same offense more than 3 times within 6 months , from the first incident, the Service Provider must remove the offender permanently from site</p> |
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| <p>Airport permits</p> | <p>Airport permits must always be displayed by the staff.</p> | <p>Random inspections by ACSA staff member</p> | <p>100 % compliance</p> | <p>First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.</p> <p>Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee.</p> <p>- If the same offender commits the same offense more than 3 times within 6 months , from the first incident, the Service Provider must remove the offender permanently from site</p> |
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| Housekeeping | Housekeeping during and after work- cleaning up after work is done. | Inspection by ACSA Surface maintenance staff | 100 % compliance | Contractor pays R10 000 for grass, debris, papers or any other FOD not removed and is notified to clean up immediately. 10% of R10 000 is charged on the contractor on top of the initial R10 000 for every hour passing without contractor reporting to site and cleaning up |
| Interaction with the employer | Attend monthly meetings Personnel who can make decisions on behalf of the Contractor to attend the monthly meetings | Complete attendance register Minutes of the Meeting Person attended same as the person on the Delegation of Authority, who is named as the Contractor Service Manager representing the Contractor, as per NEC clause 10.2 | 100% compliance | Contractor pays R5000 per scheduled meeting not attended. Maximum 3 meetings missed risk reduction meeting is held and early warning is issued. Corrective action is agreed and monitored. 4th meeting missed after risk reduction held and corrective action agreed, the service provider is charged R10 000 |



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| <p>Response Times</p> | <p>Contractor must report on site for inspection within 2 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.</p> | <p>From written communication to the time contractor reports on Site with ACSA Service Manager</p> | <p>100% compliance</p> | <p>For all late Responses, R 5 000 per occurrence, and R1500 per hour thereafter on top of the initial R 5 000</p> <p>A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all late responses</p> <p>Following the early warnings and the late response continues more than 50% of the time, based on issued task orders , Contract will be terminated</p> |
| <p>Work Completion</p> | <p>Work must be completed within agreed time frame for asset handover back to operations</p> | <p>Site Inspection of work done to the required quality, in the agreed time.</p> <p>Facility handed over for operations</p> <p>Site inspection, handover records with fire and rescue</p> | <p>100% compliance</p> | <p>R 10 000 per occurrence, and R1500 per hour thereafter on top of the initial R10 000. Any work on core critical assets such as runways and taxiways resulting in closure of these assets thus rendering them unusable/unavailable must be completed on agreed time failing which 60% of the total work order value will be deducted.</p> |



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| | | | | <p>A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all work not completed on time</p> <p>Following the early warnings and delays in work completion continues more than 30% of the time, based on issued task orders , Contract will be terminated</p> |
| Quality | <ul style="list-style-type: none"> Materials must meet specifications requirements as outlined in COLTO/SABS standards Equipment must meet specifications requirements as outlined in COLTO/SABS standards Tolerances must meet specifications requirements as outlined in COLTO/SABS standards Sub-standard work must be corrected by the contractor at own cost | <p>Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time.</p> <p>Contractor to submit the quality assurance documentation to ACSA.</p> | 100% compliance | <p>First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA.</p> <p>Second incident - Risk reduction meeting to be held and concerns minuted. hold back payment until the works have been rectified and accepted by ACSA. Deduct 20% from invoice.</p> <p>Third incident - Termination</p> |



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| Guarantees | Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply. | Failure experienced during the agreed guarantee period after the work is done | 100% compliance | <p>First incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost.</p> <p>Second incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost. contractor to credit ACSA 20% of invoice already paid.</p> <p>If works continuously fails with guarantee period more than 30% of time based on issued task orders , Contract Termination</p> |
| Existing Services Protection | <p>Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services, and take necessary precautions if unclear.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.</p> | Inspection by ACSA Representative | 100% compliance | <p>Risk reduction meeting to be held and concerns recorded. Early Warning issued.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at their cost.</p> |



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| | | | | <p>The cost of business impact to be passed onto the Contractor.</p> <p>If the damaged existing services are not repaired and the cost incurred by the business is not settled , The service manager may hold the payment of invoices</p> |
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