AIRPORTS COMPANY
SOUTH AFRICA

# NEC3 Term Service Contract (TSC)

**AIRPORTS COMPANY SOUTH AFRICA**
**OR. TAMBO INTERNATIONAL AIRPORT**

**TENDER NO.: ORTIA8263/2026/RFP**

**MAINTENANCE OF AIRFIELD GROUND LIGHTING FIELD WORKS FOR A PERIOD OF FIVE (05) YEAR AT O.R. TAMBO AND BRAM FISHER INTERNATIONAL AIRPORTS**

**CONTRACT** **VOLUME 2**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME: MAINTENANCE OF AIRFIELD GROUND LIGHTING FIELD WORKS FOR A PERIOD OF FIVE (05) YEAR AT O.R. TAMBO AND BRAM FISHER INTERNATIONAL AIRPORTS**

**PROJECT NUMBER: ORTIA8263/2026/RFP**

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

**Between** **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR. Tambo International Airport**

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **MAINTENANCE OF AIRFIELD GROUND LIGHTING FIELD WORKS FOR A PERIOD OF FIVE (05) YEAR AT O.R. TAMBO AND BRAM FISHER INTERNATIONAL AIRPORTS**

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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: **MAINTENANCE OF AIRFIELD GROUND LIGHTING FIELD WORKS FOR A PERIOD OF FIVE (05) YEAR AT O.R. TAMBO AND BRAM FISHER INTERNATIONAL AIRPORTS**

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 | ..... | ..... |

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## 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.

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,
OR. Tambo International Airport,

.....

Name & signature of witness ..... Date .....

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## Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .
4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .

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.

| | **For the Employer** | **For the Bidder** |
|---|---|---|
| Signature (s) | | |
| Name (s) | | |
| Capacity | | |
| **Name and Address** | | |
| | Airports Company South Africa | *(Insert name and address of organisation)* |
| Name & Signature of witness | Western Precinct, Aviation Park<br>O.R. Tambo International Airport<br>1 Jones Road<br>Kempton Park<br>1632 | |

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Date

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## 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 *conditions of contract* are the core clauses and the clauses for Main Option | |
| | Main Option<br>Dispute resolution Option | **A: Priced contract with Activity Schedule**<br>**W1: Dispute resolution procedure** |
| | Secondary Options (incorporating amendments) | **X4: Parent Company guarantee**<br>**X17: Low service damages**<br>**X18: Limitation of liability**<br>**X19: Task order**<br>**Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013** |
| 10.1 | The *Employer* is (Name) | Airports Company South Africa SOC Limited, applicable at OR. Tambo International Airport |
| | Address | Airports Company South Africa,<br><br>**Western Precinct, Aviation Park**<br>**O.R. Tambo International Airport**<br>**1 Jones Road**<br>**Kempton Park**<br>**1632** |
| 10.1 | The *Service Manager* is | |
| | Address<br><br><br><br><br><br>Telephone | Airports Company South Africa,<br><br>**Western Precinct, Aviation Park**<br>**O.R. Tambo International Airport**<br>**1 Jones Road**<br>**Kempton Park**<br>**1632**<br><br>011 723 1400 |

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|---|---|---|
| 11.2(2) | The *Affected Property* is | OR. Tambo & Bram Fisher International Airport |
| 11.2(13) | The *service* is | **The maintenance of Airfield Ground Lighting field works for a period of five (05) year at O.R. Tambo and Bram Fisher International Airports as fully detailed in the Scope of Work Part C3.** |
| 11.2(14) | The following matters will be included in the Risk Register | • Access to Site<br>• Statutory approvals and ACSA approvals<br>• Site Constraints and Constructability<br>• Notification of Claims<br>• Financial and Procurement<br>• Risk of injury to contract personnel and all airport users |
| 11.2(15) | The *service Information* is in | Part C3 'Scope of Works' section of this contract |
| 11.2 | The *Site Information* is in | Part C4 'Works Information' section of this contract |
| 11.2 | The *boundary of the site* is | OR. Tambo International Airport – Landside and Airside |
| 12.2 | The *law of the contract* is the law of | the Republic of South Africa |
| 13.1 | The *language of this contract* is | English |
| 13.3 | The *period of reply* is | 5(five) business days |
| *2* | *The Contractor's main responsibilities* | *Detailed in Part C3* |
| **3** | **Time** | |
| 30.1 | The *starting date* is | on signing of contract by ACSA. |
| 30.2 | The *Service Period* is | 5 years from the Starting Date |
| **4** | **Testing and Defects** | |
| 42.2 | The *defects date* is | 03 (three) months after each job card handover or close-off |
| 43.1 | The *defects correction period* is | 2 (two) weeks |
| **5** | **Payment** | |
| 50.1 | The *assessment interval* is | 15th day of each successive month |
| 50.1 | The *currency of this contract* is the | South African Rand |
| 51.2 | The period within which payment is made is | Thirty (30) days after receipt of a valid tax invoice". |

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| 51.4 | The *interest rate* is | The prime lending rate of the Nedbank Bank. as determined from time to time. |
| **8** | **Risks and Insurance** | |
| 83.1 | The *Employer* provides these insurances | Refer to the Insurance Clauses which is attached at the end of the Contract Data. |
| 83.2 | The *Contractor* 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** | Applicable as per Section 9 of the NEC3 TSC3 (April 2013)<br><br>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.<br><br>If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 4 weeks of the notification of the default by the Service Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may terminate the contract.<br><br>In Line with clause 93.2, A4: the direst fee percentage shall be 5%. |
| | **Data for Main Option clause** | |
| **A** | Priced contract with Activity Schedule | as detailed in Part C2 |
| 20.5 | The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than | 2 weeks. |
| **11** | **Data for Option W1** | |

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<table>
<tr><td>W1.1</td><td>The Adjudicator is</td><td>The person appointed jointly by the parties from the list of adjudicators contained below
<table>
<tr><th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr>
<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 reyneke@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>
</table></td></tr>
<tr><td>W1.2(3)</td><td>The Adjudicator nominating body is</td><td>The current Chairman of Johannesburg Advocate’s Bar Council or his successor or nominee</td></tr>
<tr><td>W1.4(2)</td><td>The tribunal is</td><td>Arbitration</td></tr>
<tr><td>W1.4(5)</td><td>If the tribunal is arbitration, the arbitration procedure is</td><td>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</td></tr>
<tr><td>W1.4(5)</td><td>The place where arbitration is to be held is</td><td>Johannesburg, South Africa.</td></tr>
<tr><td>W1.4(5)</td><td>The person or organisation who will choose an arbitrator</td><td>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.</td></tr>
<tr><td>12</td><td>Data for Secondary Option Clauses</td><td></td></tr>
<tr><td>X1</td><td>Price Adjustment</td><td></td></tr>
</table>

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| **X1.1** | **Defined term X1** | a) The Base Date Index (B) is the latest available index before the base date.<br>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.<br>(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. |
| **X1.2** | **Price Adjustment Factor** | The price is fixed for the first 12 months after Company's signature. Thereafter the Supplier / Contractor shall apply for price adjustment which will be fixed from the date parties agrees on . |
| **X 1.3** | **Compensation events** | • 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<br>• Defined Cost at base date levels for amounts calculated from rates and prices in the Price List. |
| **X1.4** | **Price Adjustment Option A** | Each amount due includes an amount for price adjustment which is the sum of<br>• 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,<br>• the amount for price adjustment included in the previous amount due and,<br>• 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 | As per C3- Low services damages |
| **X18** | **Limitation of Liability** | |
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |
| X18.2 | For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to | The total costs of incurred losses and or repairs to the damages caused |

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| X18.3 | The *Contractor's* total liability to the<br>Employer for defects due to his design<br>which are not listed on the Defects Certificate is limited to | The total costs of incurred losses and or repairs to the damages caused |
| X18.4 | The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total costs of incurred losses and or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.<br><br>The e excluded matters are amounts payable by the Contractor as stated in this contract for<br><br>- Loss of or damage to the Employer's property,<br>- Delay damages,<br>- Defects liability,<br>- Insurance liability to the extent of the Contractor's risks<br>- loss of or damage to property (other than the *works*, Plant and Materials),<br>- death of or injury to a person;<br>- damage to third party property; and<br>- infringement of an intellectual property right |
| X18.5 | The *end of liability date* is | The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) |
| X19 | Task Order | |
| **X19.1** | **Identified and Defined terms** | (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.<br>(2) A Task Order is the Service Manager's instruction to carry out a Task.<br>(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.<br>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract |

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| **X19.2** | **Providing the service** | X19.2 A Task Order includes:<br>• a detailed description of the work in the Task,<br>• a priced list of items of work in the Task in which items taken from the Price List are identified,<br>• the starting and completion dates for the Task,<br>• the amount of delay damages for the late completion of the Task and<br>• the total of the Prices for the Task which is Option A used, |
| **X 19.3** | | 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.<br>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 |
| **X19.4** | **Time** | 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. |
| **X19.5** | **Task Order Programme** | The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data. |
| **Z** | **The *Additional conditions of contract* are** | **Z1 – Z20** |
| | **Amendments to the Core Clauses** | |
| **Z1** | **Interpretation of the law** | |
| **Z1.1** | **Add to core clause 12.3:**<br>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. | |
| **Z2** | **Disallowed Cost** | |
| **Z2.1** | **Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")**<br>", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost) | |
| **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 *Contractor*'s accounts and records, | |
| **Z2.2.1.2** | should not have been paid to a Subcontractor or supplier in accordance with his contract or | |

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| **Z2.2.1.3** | was incurred only because the *Contractor* 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 *Contractor* 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 *Contractor* not exercising reasonable skill, care and diligence in the design of Equipment; |
| **Z2.2.1.7** | correcting Defects caused by the *Contractor*'s failure to comply with a procedure set out in his quality plan; |
| **Z2.2.1.8** | correcting Defects which the *Contractor* 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 *Contractor* provides the *Services* in accordance with the *Service Information* and warrants that the results of the *Services*, 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 recue proceedings"**.** |
| | **Amendment to the Secondary Option Clauses** |
| **Z7** | **Limitation of liability:** |
| **Z7.1** | **Insert the following new clause as Option X18.6:**<br>The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 |
| **Z7.2** | Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract |
| | **Additional Z Clauses** |
| **Z8** | **Cession, delegation and assignment** |

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

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

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|---|---|---|
| **Z14.5** | The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to: | |
| **Z14.5.1** | the *Contractor's* design, manufacture, construction or execution of the Works | |
| **Z14.5.2** | the use of the *Contractor's* Equipment, or | |
| **Z14.5.3** | the proper use of the Works. | |
| **Z14.6** | The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. | |
| **Z16** | **Dispute resolution:** | |
| **Z16.1** | **Appointment of the Adjudicator** | |
| | An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator,* the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below<br><br>The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013 | Panel of Adjudicators |

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

| | | |
|---|---|---|
| **Z16.2** | **Appointment of the Arbitrator** | |

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<table>
<tr><td></td><td>An Arbitrator is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below</td><td>Panel of Arbitrators
<table>
<tr><td>Name</td><td>Location</td><td>Contact details (phone & e mail)</td></tr>
<tr><td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700<br>ghandi@badela.co.za</td></tr>
<tr><td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001<br>Errol.tate@mweb.co.za</td></tr>
<tr><td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800<br>salimebrahim@mweb.co.za</td></tr>
<tr><td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555<br>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<br>reyneke@duma.nokwe.co.za</td></tr>
<tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027<br>emeka@gosiame.co.za</td></tr>
</table></td></tr>
<tr><td>Z17</td><td colspan="2">Notification of a compensation event</td></tr>
<tr><td>Z17.1</td><td colspan="2">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.</td></tr>
<tr><td>Z18</td><td>BBBEE Certificate</td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Z18.1</td><td colspan="2">The Contractor 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.</td></tr>
<tr><td>Z19</td><td>Communication</td><td></td></tr>
<tr><td>Z19.1</td><td colspan="2">Add a new Core Clause 14.5 and 14.6 to read as follows:<br>The Service Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 10% or more</td></tr>
<tr><td>Z19.2</td><td colspan="2">The Service Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.</td></tr>
<tr><td>Z20</td><td colspan="2">Delegation</td></tr>
<tr><td></td><td colspan="2">As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the<br>Contractor agrees to the following:</td></tr>
<tr><td>Z20.1</td><td colspan="2">As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations</td></tr>
<tr><td>Z21</td><td colspan="2">Health, safety and the environment</td></tr>
</table>

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| **Z21.1** | The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works* and shall complete the "S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure A. |
| **Z21.2** | Without limitation, the *Contractor*: |
| **Z21.2.1** | accepts that the *Employer* 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 *Services*, 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 *Contractor's* direction and control, likewise observe and comply with the foregoing. |
| **Z21.3** | The *Contractor*, in and about the execution of the *Services*, 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 *Contractor's* direction and control, likewise observe and comply with the foregoing. |

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| PART C1.2b CONTRACT DATA | | |
|---|---|---|
| **Part two – data provided by the *contractor*** | | |
| | | |
| **Clause** | **Statement** | **Data** |
| 10.1 | The Contractor is (Name):<br>Address:<br><br>Telephone No.<br>Fax No. | |
| 11.2 | The *working areas* are | OR. Tambo International Airport- Airside areas |
| 24.1 | The *Contractor's Key people* are: | **CV's to be appended to Tender Schedule** |
| | Name:<br><br>Job Tittle for this Project:<br><br>Responsibility:<br><br>Qualifications:<br><br>Experience: | **Electrical Technician/ Site Manager** |
| | Name:<br><br>Job Tittle for this Project:<br><br>Responsibility:<br><br>Qualifications:<br><br>Experience: | **Electrician** |
| | Name:<br><br>Job Tittle for this Project:<br><br>Responsibility:<br><br>Qualifications:<br><br>Experience: | **Technical assistant** |

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| | | |
|---|---|---|
| | Name:<br><br>Job Tittle for this Project:<br><br>Responsibility:<br><br>Qualifications:<br><br>Experience: | <br><br>**Civil Technician** |

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## PART C1: AGREEMENTS AND CONTRACT DATA

## C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT – OHS 040

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

**OBJECTIVES**

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

**The parties to this Agreement are:**

| **Name of Organisation:**<br><br>**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED** |
|---|
| **Physical Address:**<br>**Airport Company South Africa South Africa SOC Limited**<br><br>Western Precinct, Aviation Park<br>O.R. Tambo International Airport<br>1 Jones Road<br>Kempton Park<br>1632 |

**Hereinafter referred to as "Client"**

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

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

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## 1. Definitions

1.1. “Mandatary” is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2. “Client” refers to the Company;

1.3. “Parties” means the company and the Contractor, and “Party” shall mean either one of them, as the context indicates;

1.4. "Services" means the services provided by the Contractor or Stakeholder to the company;

1.5. “Stakeholder” refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;

1.6. “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended;

1.7. “The COID Act” refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.8. “SHE” means Safety, Health and Environment.

## GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

a) 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.

b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.

c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.

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

e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.

f) 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.

g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.

h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

## THE UNDERTAKING

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The Mandatory undertakes to comply with:

**2. REPORTING**

The Mandatary and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

**3. WARRANTY OF COMPLIANCE**

3.1. In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2. The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

3.3. The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

**4. SHE Risk Management**

4.1. 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 shall 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.

4.2. The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

**5. MEDICAL EMERGENCY RESPONSE**

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

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## 6. APPOINTMENTS AND TRAINING

6.1. The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2. The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

6.3. The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

6.4. Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6.5. The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## 7. SUPERVISION, DISCIPLINE AND REPORTING

7.1. The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.

7.2. The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

7.3. Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

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## 8. COOPERATION

8.1. The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

8.2. Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## 9. WORK PROCEDURES

9.1. The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

9.2. The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

9.3. The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4. The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## 10. HEALTH AND SAFETY MEETINGS

10.1. OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.

10.2. The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

10.3. The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

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## 11. COMPENSATION REGISTRATION/INSURANCE

11.1. 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 or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2. 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.

11.3. The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4. Any other Insurance cover that shall 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.

11.5. The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## 12. MEDICAL EXAMINATIONS

12.1. The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2. Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3. Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

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## 13. INCIDENT REPORTING AND INVESTIGATION

13.1. All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2. All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

13.3. The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4. The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

## 14. SUB CONTRACTORS

14.1. The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2. The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

## 15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

## 16. FIRE PRECAUTIONS AND FACILITIES

16.1. The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2. This includes participating on planned and unplanned emergency drills organised the Client.

## 17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

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## 18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## 19. INTOXICATION AND SUBSTANCE ABUSE

19.1. Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2. The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3. Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4. Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## 20. PERSONAL PROTECTIVE EQUIPMENT

20.1. The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2. The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3. The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## 21. PLANT, MACHINERY AND EQUIPMENT

21.1. The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2. Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order

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for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3. In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

## 22. USAGE OF THE CLIENT'S EQUIPMENT

22.1. The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2. The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## 23. PERMIT MANAGEMENT

23.1. The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2. The Mandatory shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## 24. TRANSPORTATION

24.1. The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2. No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3. In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

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## 26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

## 27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- Apply penalties as stipulated on the main contract between Mandatory and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

## 28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

**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 shall at all times comply with the following conditions:

- 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.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

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**29. FURTHER UNDERTAKING**

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

**ACCEPTANCE BY MANDATARY**

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

**SIGNATURE ON BEHALF OF MANDATARY** **DATE**

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

_____ _____

**SIGNATURE ON BEHALF OF THE CLIENT** **DATE**

**AIRPORT COMPANY SOUTH AFRICA SOC LIMITED**

Witnesses:

3. _____

4. _____

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## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.4 Insurance Schedule

***Summary of Terms and other Matters Applicable to Employer* Provided Insurance**

For OPEX projects and non-construction CAPEX projects on the **airside (Manoeuvring area, runways, aprons)**:

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

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# PART C2: PRICING INDEX

**C2.1 Pricing Assumptions**

**C2.2 Bill of Quantities**

**C2.3 Pricing Instructions**

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# PART C2: PRICING DATA

## C2.1. Pricing Assumptions: Option B

## C2.2. The Bill of Quantities

*This amount should be carried over to the form of offer Part C1.

### Applicable Standard Specifications

The Bill of Quantities shall be interpreted in conjunction with the following code of practice.

The units of measurement in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows.

1. % - percent
2. hr – hour
3. Kg – kilogram
4. Kl – kilolitre (1000 litres)
5. Km – kilometre
6. kW – kilowatt
7. kVA- kilovolt-amperes
8. l – litre
9. m – metre
10. mm – millimetre
11. No. – number
12. SUM – lump sum
13. Qty. – Quantity
14. A- Amps

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. |

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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 eight (8) 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.

Each: The whole work to be done under an item per specific intervals as may be requested by the Service Manager or his representative.

Item: An individual unit which includes several tasks to form one activity.

Visit: Visiting any areas at the airport as may be requested by the Service Manager or his representative, for the purpose of doing work as may be specified and agreed between the Contractor and The Service Manger or His representative.

Weekends: Refer to Saturday and Sunday.

Public Holidays: A Day generally established by South African government as a non-working day during the year.

Builders holiday/break: Builders holiday/break may start from the 2nd week of December of current year until the first week of January of the following year, as may be nationally published amongst South African construction industry. The dates shall be discussed and agreed with the Service Manager. The builders' holiday is usually not greater than 4 weeks.

15. The prices and rates in the bill of quantity 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.
16. 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.
17. Labour charges: this hourly rate can be used in instances where there is no fixed item in the activity schedule 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.
18. Note: All rates in the BOQ are VAT exclusive.
19. **Note: The costs in the BOQ are provisional amounts over the contract period. The service provider will only be paid for the costs they incur. There should be no expectation from the**

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**Employer to pay a fixed amount every month/year on any cost item which has not been identified as fixed.**

**C2.3. Pricing Instructions**

- Strict ZAR Currency Requirement: All rates and lump-sum prices entered in this Bill of Quantities must be quoted strictly in South African Rands (ZAR). Bids submitted in any foreign currency will be disqualified automatically.
- All-Inclusive Fixed Rates: Rates entered by the bidder must be inclusive of all costs, including but not limited to customs duties, forward cover costs, import taxes, and foreign exchange variances.
- Firm and Non-Adjustable Pricing: Quantities and rates are fixed for the duration of the contract. No claims for price adjustments, escalations, or variations due to foreign exchange rate fluctuations will be entertained by the Employer.
- Risk Absorption Confirmation: By signing and submitting this BOQ, the bidder explicitly confirms that they have factored all foreign currency exposure and exchange rate volatility into their unit rates.
- The cost of securing forward cover or any other financial hedging instruments to mitigate exchange rate volatility must be factored into the bidder's unit rates or Preliminaries; no separate payment item will be provided for this purpose.
- All of the above terms and conditions are also applicable to the procurement of foreign spare parts .

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## SECTION A: PRELIMINARY & GENERAL COSTS

**Part 1A: Preliminaries and General costs FAOR**

| ITEM NO. | ACTIVITY DESCRIPTION | FREQUENCY | QUANTITY (PER YEAR) | AMOUNT (PER SINGLE ITEM) | TOTAL COST PER YEAR |
|---|---|---|---|---|---|
| | | | A | B | C=A x B |
| 1 | CONTRACT MANAGEMENT AND ADMINISTRATION (INCLUDING REQUIRED REPORTING SUCH AS MONTHLY REPORTS, PHOTOGRAPIC SITE EVIDENCE AS AND WHEN REQUIRED). | MONTHLY | 12 | R | R |
| 2 | OHS ACT SAFETY PLAN, ENVIRONMENTAL COMPLIANCE, & OTHER STATUTORY OBLIGATIONS (SAFETY FILE PREPARATIONS) | ONCE-OFF | 1 | R | R |
| 3 | PERMITS (VEHICLE AND PERSONAL), INDUCTION, MEDICALS)<br>**(REFER TO ANNEX E AND CONTACT CARGO LEARNING ACADEMY)** | YEARLY | 1 | R | R |
| 4 | PERMITS (VEHICLE, PARKING, TRAINIHNG)<br>**(REFER TO ANNEX E AND CONTACT CARGO LEARNING ACADEMY)** | YEARLY | 1 | R | R |
| 5 | PPE (REFLECTOR VEST, EAR PROTECTION, OVERALLS, SAFETY BOOTS, ETC) | ONCE-OFF | 1 | R | R |
| 6 | SITE ESTABLISHMENT (ERECTION AND DEMOLISHING) | ONCE- OFF | 1 | R | R |
| 7 | SQUITTER HIRE | ONCE OFF | 1 | R | R |
| | **PRELIMINARIES AND GENERAL: SUB-TOTAL PART 1A (PER YEAR)- FOAR** | | | | **R** |

- *N.B. The monthly Contract administrative costs will only be paid upon the delivery of services over the contract duration.*
- *Personal permit airfield induction to be done every two (2) years.*
- *Preliminaries and general works will be paid at proven cost.*
- *The permit price list is provided on part C4 below. Note the prices may change from time to time. Training is required for the issuance of permits, contract the Cargo Learning Academy for costs.*

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**PART 1B: Preliminaries and General costs FABL**

| ITEM NO. | ACTIVITY DESCRIPTION | FREQUENCY | QUANTITY (PER YEAR) | AMOUNT (PER SINGLE ITEM) | TOTAL (PER YEAR) |
|---|---|---|---|---|---|
| | | | **A** | **B** | **C=A x B** |
| 1 | CONTRACT MANAGEMENT AND ADMINISTRATION (INCLUDING REQUIRED REPORTING SUCH AS QUARTERLY REPORTS, PHOTOGRAPIC SITE EVIDENCE AS AND WHEN REQUIRED). | QUARTERLY | 4 | R | R |
| 2 | OHS ACT SAFETY PLAN, ENVIRONMENTAL COMPLIANCE, & OTHER STATUTORY OBLIGATIONS (SAFETY FILE PREPARATIONS) | ONCE-OFF | 1 | R | R |
| 3 | PERMITS (PERSONAL, INDUCTION, MEDICALS)<br>**(REFER TO ANNEX E AND CONTACT CARGO LEARNING ACADEMY)** | 2 -YEARLY | 2 | R | R |
| 4 | PPE (REFLECTOR VEST, EAR PROTECTION, OVERALLS, SAFETY BOOTS, ETC) | ONCE-OFF | 1 | R | R |
| | **PRELIMINARIES AND GENERAL: SUB-TOTAL PART 1B (PER YEAR)-FABL** | | | | **R** |

- *N.B. The quartely Contract administrative costs will only be paid upon the delivery of services over the contract duration.*
- *Personal permit airfield induction to be done every two (2) years.*
- *Preliminaries and general works will be paid at proven cost.*
- *The permit price list is provided on part C4 below. Note the prices may change from time to time. Training is required for the issuance of permits, contract the Cargo Learning Academy for costs.*

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## SECTION B – CALLOUTS

### PART 2A: CALLOUTS RESOURCE: AFTER-HOURS CALLOUTS /NON-SCHEDULED- FAOR

| RESOURCE | DESCRIPTION | ESTIMATED QUANTITY | RATE/HOUR | TOTAL AMOUNT |
|---|---|---|---|---|
| | | A | B | C =A X B |
| ELECTRICIAN | NORMAL HOURS | 50 | R | R |
| | AFTER HOURS | 150 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 30 | R | R |
| CIVIL TECHNICIAN | NORMAL HOURS | 20 | R | R |
| | AFTER HOURS | 100 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 15 | R | R |
| ENGINEER / OEM SPECIALIST | NORMAL HOURS | 20 | R | R |
| | AFTER HOURS | 100 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 15 | R | R |
| TECHNICAL ASSISTANT | NORMAL HOURS | 50 | R | R |
| | AFTER HOURS | 150 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 30 | R | R |
| SYSTEM TESTING | INSULATION RESISTANCE TESTING (MEGGAR)-[As per number of CCR's]-(primary circuit megaohm improvements) | 50 | R | R |
| | **CALLOUT: SUB TOTAL PART 2A (PER YEAR)-FAOR** | | | **R** |

All rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.
Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.
There will be no separate costs for travelling. Labour time shall be calculated for the time spent on site.

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**PART 2B: CALLOUTS RESOURCE RATE: AFTER-HOURS CALLOUTS /NON-SCHEDULED-FABL**

| RESOURCE | DESCRIPTION | ESTIMATED QUANTITY | RATE/HOUR | TOTAL AMOUNT |
|---|---|---|---|---|
| | | A | B | C =A X B |
| ELECTRICIAN | NORMAL HOURS | 25 | R | R |
| | AFTER HOURS | 75 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 15 | R | R |
| CIVIL TECHNICIAN | NORMAL HOURS | 10 | R | R |
| | AFTER HOURS | 50 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 7 | R | R |
| ENGINEER / OEM SPECIALIST | NORMAL HOURS | 10 | R | R |
| | AFTER HOURS | 50 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 7 | R | R |
| TECHNICAL ASSISTANT | NORMAL HOURS | 25 | R | R |
| | AFTER HOURS | 75 | R | R |
| | WEEKENDS/PUBLIC HOLIDAYS | 15 | R | R |
| | **CALLOUT: SUB TOTAL PART 2B (PER YEAR)- FABL** | | | **R** |

All rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.
Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.
There will be no separate costs for travelling. Labour time shall be calculated for the time spent on site.

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## SECTION C: FIXED MAINTENANCE

### PART 3A: FIXED PREVENTIVE MAINTENANCE- FAOR

Any work not included under the preventative maintenance activity schedule shall be deemed additional work or non-scheduled items (refer to Annexure D for detailed requirements):

| ITEM | DESCRIPTION | UNIT OF MEASURE (UOM) | QUANTITY/ YEAR | RATE/UNIT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | **A** | **B** | **C= A X B** |
| **1** | **APPROACH LIGHTS –** (798) | | | | |
| 1.2 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 1.2 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **2** | **THRESHOLD LIGHTS –** (116) | | | | |
| 2.1 | TWO-WEEKLY | EACH | 96 | R | R |
| **3** | **RUNWAY CENTRE LINE LIGHTS –** (257) | | | | |
| 3.1 | TWO- WEEKLY MAINTENANCE | EACH | 96 | R | R |
| 3.2 | TRI-MONTHLY (QUARTERLY) MAINTENANCE | EACH | 4 | R | R |
| 3.3 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 3.4 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **4** | **RUNWAY EDGE LIGHTS –** (197) | | | | |
| 4.1 | TRI-MONTHLY (QUARTERLY) MAINTENANCE | EACH | 4 | R | R |
| 4.2 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 4.3 | YEARLY MAINTENANCE | EACH | 1 | R | R |

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| | | | | | |
|---|---|---|---|---|---|
| **5** | **TOUCH DOWN ZONE LIGHTS –** (360) | | | | |
| 5.1 | TWO- WEEKLY MAINTENANCE | EACH | 96 | R | R |
| 5.2 | TRI-MONTHLY (QUARTERLY) MAINTENANCE | EACH | 4 | R | R |
| 5.3 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 5.4 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **6** | **RUNWAY END LIGHTS –** (8) | | | | |
| 6.1 | TWO- WEEKLY MAINTENANCE | EACH | 96 | R | R |
| **7** | **RAPID EXIT TAXIWAY INDICATOR LIGHTING SYSTEM –** (24) | | | | |
| 7.1 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| **8** | **RAPID EXIT TAXIWAY LIGHTS –** (200) | | | | |
| 8.1 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 8.2 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **9** | **STOP BAR LIGHTS –** (284) | | | | |
| 9.1 | SIX-MONTHLY MAINTENANCE | EACH | 2 | R | R |
| 9.2 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **10** | **TAXIWAY CENTRE LINE LIGHTS –** (257) | | | | |
| 10.1 | TRI-MONTHLY (QUARTERLY) MAINTENANCE | EACH | 4 | R | R |
| 10.2 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **11** | **TAXIWAY EDGE LIGHTS –** (801) | | | | |
| | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **12** | **PRECISION APPROACH PATH INDICATION (PAPI) –** (32) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 12.1 | TWO MONTHLY MAINTENANCE | EACH | 6 | R | R |
| 12.2 | CALIBRATION (YEARLY) | EACH | 1 | R | R |
| **13** | **LEAD IN/OFF LIGHTS –** (244) | | | | |
| 13.1 | YEARLY MAINTENANCE | EACH | 1 | R | R |
| **14** | **FIELD SYSTEM (TRANSFORMER, SECONDARY CABLES)- [**The transformers are the combination of lights listed, and the cables are in the drawings attached in the Annexure H] | | | | |
| 14.1 | SIX-MONTHLY MAINTENANCE | LOT | 2 | R | R |
| **15** | **PHOTOMETRIC MOBILE TESTER** | | | | |
| 15.1 | CALIBRATION (YEARLY) | EACH | 1 | R | R |
| **16** | **PHOTOMETRIC TESTING FOR ALL AGL LIGHTS** | | | | |
| 16.1 | TWICE WEEKLY | LOT | 96 | R | R |
| **FIXED PREVENTIVE MAINTENANCE: SUB TOTAL PART 3A (PER YEAR)- FAOR** | | | | | R |

## SECTION D: AD-HOC MAINTENANCE

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## PART 4A-AD-HOC MAINTENANCE- FAOR

| ITEM | SUBSTATION | QTY | RATE/UNIT | TOTAL AMOUNT |
|---|---|---|---|---|
| | | A | B | C = A X B |
| 1 | UPROOTING, CORE DRILLING AND INSTALLATION OF AN 8 INCH INSERT LIGHT FITTING BASE, ON A TARRED SURFACE | 196 | R | R |
| 2 | UPROOTING, CORE DRILLING AND INSTALLATION OF A 12 INCH INSERT LIGHT FITTING BASE, ON A TARRED SURFACE LIGHTS | 15 | R | R |
| 3 | SECONDARY FAULT REPAIRS: SLOT CUTTING, LAYING 75M OF 4MM$^2$ AGL SECONDARY CABLE AND RESIN FILLING AND CONNECTING TO THE BASE | 20 | R | R |
| 4 | SECONDARY CABLE REPLACEMENT (IN METERS) | 2000 | R | R |
| 5 | REPAIR DAMAGED SIGNAGE STRUCTURE OR ANY AGL LIGHTS | 60 | R | R |
| 6 | MALMS SYSTEM SUPPORT | 1 | R | R |
| 7. | CROSSBAR LIGHTS REPAIRS (ELEVATED & INSET) | 48 | R | R |
| | **AD-HOC MAINTENANCE: SUB TOTAL PART 4A (PER YEAR)- FAOR** | | | **R** |

## PART 4B-AD-HOC MAINTENANCE- FABL

| Item | SUBSTATION | QTY | RATE/UNIT | TOTAL AMOUNT |
|---|---|---|---|---|
| | | A | B | C = A x B |
| 1 | UPROOTING, CORE DRILLING AND INSTALLATION OF AN 8 INCH INSERT LIGHT FITTING BASE, ON A TARRED SURFACE | 30 | R | R |
| 2 | UPROOTING, CORE DRILLING AND INSTALLATION OF A 12 INCH INSERT LIGHT FITTING BASE, ON A TARRED SURFACE LIGHTS | 10 | R | R |
| 3 | SECONDARY FAULT REPAIRS: SLOT CUTTING, LAYING 75M OF 4MM$^2$ AGL SECONDARY CABLE AND RESIN FILLING AND CONNECTING TO THE BASE | 10 | R | R |
| 4 | SECONDARY CABLE REPLACEMENT (IN METERS) | 1000 | R | R |
| 5 | MALMS SYSTEM SUPPORT | 1 | R | R |

| | | |
|---|---|---|
| | **PART 4B: AD-HOC MAINTENANCE: SUB TOTAL (PER YEAR)- FABL** | **R** |

## SECTION E: CRITICAL SPARES INVENTORY

### PART 5A – CRITICAL SPARES INVENTORY - FAOR

The below listed quantities are to be provided to ACSA upon the award of the contract. Should any additional quantities be required, the rates for the spares will be determined using the below table:

| **DESCRIPTION** | **QTY** | **RATE/UNIT** | **TOTAL AMOUNT** |
|---|---|---|---|
| | **A** | **B** | **C = A x B** |
| GUARD LIGHT COUPLING | 10 | R | R |
| APPROACH LIGHTS COUPLINGS | 15 | R | R |
| BREAKABLE COUPLING (PREDETERMINED FOR ELEVATED LIGHTS WITH VARIOUS THREADS) | 10 | R | R |
| KD 500 PRIMARY CONNECTORS | 150 | R | R |
| UEL-I-150-GREEN+ CABLE ASSY FITTINGS (ELEVATED) | 10 | R | R |
| ELEVATED TAXI STANDS | 15 | R | R |
| SECONDARY CONNECTOR KITS (MALE) | 15 | R | R |
| SECONDARY CONNECTOR KITS (FEMALE) | 15 | R | R |
| MANHOLE BASE AND LEADS (TAXIWAYS) | 10 | R | R |
| MANHOLE BASE AND LEADS (RUNWAYS) | 10 | R | R |
| WHITE/YELLOW INSET RUNWAY EDGE LIGHTS 12" | 15 | R | R |
| 8" BASES | 15 | R | R |
| 12" BASE ADAPTORS (12" TO 8" REDUCER) | 10 | R | R |
| FEMALE LUGS | 150 | R | R |
| PAPI CONNECTOR BLOCKS | 150 | R | R |
| UEL-I-150-White+ CABLE ASSY FITTINGS | 10 | R | R |
| 6mm$^2$ AGL PRIMARY CABLE (2000 m) | 1 | R | R |

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| | | | |
|---|---|---|---|
| 4mm$^2$ AGL SECONDARY CABLE (4000 m) | 1 | R | R |
| RAPID EXIT TAXIWAY INDICATOR LIGHTING (YELLOW/NOTHING) | 10 | R | R |
| RAPID EXIT TAXIWAY LIGHTS - STRAIGHT AND CURVED FITTINGS (YELLOW\GREEN 2C) | 15 | R | R |
| RAPID EXIT TAXIWAY INDICATOR LIGHTING (GREEN/NOTHING) | 15 | R | R |
| TAXIWAY LIGHTS - STRAIGHT - STRAIGHT (GREEN/GREEN 2C) -INSET | 20 | R | R |
| TAXIWAY LIGHTS – STRAIGHT - STRAIGHT (GREEN/GREEN 1C) | 30 | R | R |
| STOP BAR LIGHTS (RED/NOTHING) | 15 | R | R |
| RUNWAY GUARD LIGHTS (YELLOW/FLASHING) | 10 | R | R |
| RUNWAY APPROACH LIGHTS INSET (WHITE/WHITE) 12’ | 10 | R | R |
| RUNWAY CENTRE LINE LIGHTS (WHITE/RED) 8’ (2C) | 30 | R | R |
| RUNWAY CENTRE LINE LIGHTS (WHITE/WHITE) 8’ | 30 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/YELLOW) ELEVATED | 15 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/WHITE) ELEVATED | 15 | R | R |
| RUNWAY EDGE LIGHTS (YELLOW/RED) ELEVATED | 10 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/WHITE) 12’ INSET | 10 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/YELLOW) 12’ INSET | 15 | R | R |
| RUNWAY TOUCHDOWN ZONE LIGHTS 1C (LEFT) (WHITE / NOTHING) | 30 | R | R |
| RUNWAY TOUCHDOWN ZONE LIGHTS 1C (RIGHT) (WHITE / NOTHING) | 30 | R | R |
| RUNWAY END (RED/NOTHING 12’) | 10 | R | R |
| RUNWAY END/THRESHOLD COMBINATION 12’ (RED /GREEN) | 10 | R | R |
| RUNWAY THRESHOLD (GREEN/NOTHING) 12’ INSET | 10 | R | R |
| 105W 6.6A LAMPS MALE | 100 | R | R |
| 150W 6.6A LAMPS MALE | 100 | R | R |
| 200W 6.6A LAMPS MALE | 100 | R | R |

| | | | |
|---|---|---|---|
| ETES ELEVATED BLUE LIGHT FITTINGS 6.6A | 15 | R | R |
| BLUE 8' OMNIDIRECTIONAL INSET FITTINGS 6.6A | 15 | R | R |
| **CRITICAL SPARES: SUB TOTAL PART 5A (PER YEAR)- FAOR** | | | **R** |

## PART 5B – CRITICAL SPARES INVENTORY- FABL

The below listed quantities are to be provided to ACSA upon the award of the contract. Should any additional quantities be required, the rates for the spares will be determined using the below table:

| **DESCRIPTION** | **QTY** | **RATE/UNIT** | **TOTAL AMOUNT** |
|---|---|---|---|
| | **A** | **B** | **C = A x B** |
| GUARD LIGHT COUPLING | 10 | R | R |
| BREAKABLE COUPLING (PREDETERMINED FOR ELEVATED LIGHTS WITH VARIOUS THREADS) | 10 | R | R |
| KD 500 PRIMARY CONNECTORS | 100 | R | R |
| ELEVATED TAXI STANDS | 15 | R | R |
| SECONDARY CONNECTOR KITS (MALE) | 10 | R | R |
| SECONDARY CONNECTOR KITS (FEMALE) | 10 | R | R |
| MANHOLE BASE AND LEADS (TAXIWAYS) | 5 | R | R |
| MANHOLE BASE AND LEADS (RUNWAYS) | 5 | R | R |
| WHITE/YELLOW INSET RUNWAY EDGE LIGHTS 12" | 8 | R | R |
| 8" BASES | 10 | R | R |
| FEMALE LUGS | 100 | R | R |
| PAPI CONNECTOR BLOCKS | 100 | R | R |
| UEL-I-150-White+ CABLE ASSY FITTINGS | 5 | R | R |
| 6mm$^2$ AGL PRIMARY CABLE (2000 m) | 1 | R | R |
| 4mm$^2$ AGL SECONDARY CABLE (4000 m) | 1 | R | R |
| PROGRAMMABLE STOP BAR LIGHTS (RED/NOTHING) | 25 | R | R |
| PROGRAMMABLE RUNWAY GUARD LIGHTS (YELLOW/FLASHING) | 15 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/YELLOW) ELEVATED | 15 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/WHITE) ELEVATED | 15 | R | R |
| RED ABS FILTERS | 10 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/WHITE) 12' INSET | 5 | R | R |
| RUNWAY EDGE LIGHTS (WHITE/YELLOW) 12' INSET | 5 | R | R |

| | | | |
|---|---|---|---|
| RUNWAY END/THRESHOLD COMBINATION (RED /GREEN) ELEVATED | 10 | R | R |
| 105W 6.6A LAMPS MALE | 100 | R | R |
| 150W 6.6A LAMPS MALE | 100 | R | R |
| 200W 6.6A LAMPS MALE | 100 | R | R |
| ETES ELEVATED BLUE LIGHT FITTINGS 6.6A | 15 | R | R |
| BLUE 8' OMNIDIRECTIONAL INSET FITTINGS 6.6A | 10 | R | R |
| **CRITICAL SPARES: SUB TOTAL PART 5B (PER YEAR)- FABL** | | | **R** |

**MARKUP (THIRD-PARTY PROCURED ITEMS/SERVICES)**

If there are additional spares required during the contract duration which have not been listed in tables of Part 5A and 5B above, service providers will apply the following mark-up:

| **Cost[b]** | **Mark-up** |
|---|---|
| R 0 – R 2 000 | % |
| R2001-R10 000 | % |
| R 10 001-R500 000 | % |
| R 500 001 OR MORE | % |

[b]Cost shall be the net cost (excluding VAT) of parts delivered to the site with all discounts deducted.
The service provider will be required to provide a copy of the original tax invoice in order to determine if the correct mark-up has been applied.

## SECTION F: FIXED PROVISIONAL AMOUNTS

### PART 6A– PROVISIONAL SUM- FAOR

| **DESCRIPTION** | **QTY** | **AMOUNT** |
|---|---|---|
| **PROVISIONAL SUM: SUB TOTAL PART 6A- FAOR** | 1 | R2 500 000.00 |

### PART 6B– PROVISIONAL SUM- FABL

| **DESCRIPTION** | **QTY** | **AMOUNT** |
|---|---|---|
| **PROVISIONAL SUM: SUB TOTAL PART 6A- FABL** | 1 | R1 060 000.00 |

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## SUMMARY OF CONTRACT VALUE

| **DESCRIPTION** | **TOTAL (EXCLUDING VAT)** |
|---|---|
| PRELIMINARIES AND GENERAL: SUB-TOTAL PART 1A (PER YEAR)-FAOR | R |
| **PRELIMINARIES AND GENERAL: SUB-TOTAL PART 1B (PER YEAR)- FOBL** | **R** |
| CALLOUTS: SUB TOTAL PART 2A PER YEAR)- FAOR | R |
| **CALLOUTS: SUB TOTAL PART 2B PER YEAR)- FABL** | **R** |
| PREVENTIVE MAINTENANCE: SUB TOTAL PART 3A (PER YEAR)- FAOR | R |
| AD-HOC MAINTENANCE: SUB TOTAL PART 4A (PER YEAR)- FAOR | R |
| **AD-HOC MAINTENANCE: SUB TOTAL PART 4B (PER YEAR)- FABL** | **R** |
| CRITICAL SPARES: SUB TOTAL PART 5A (PER YEAR)- FAOR | R |
| **CRITICAL SPARES: SUB TOTAL PART 5B (PER YEAR)- FABL** | **R** |
| PROVISIONAL SUM: SUB TOTAL PART 6A- FAOR | **R2 500 000.00** |
| **PROVISIONAL SUM: SUB TOTAL PART 6A- FABL** | **R1 060 000.00** |
| **FAOR YEAR 1 GRAND TOTAL** | R |
| FABL YEAR 1 GRAND TOTAL | R |
| **TOTAL CONTRACT VALUE (EXCL. VAT)- YEAR 1 (FAOR+FABL)** | **R** |

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**AIRFIELD GROUND LIGHTING FOR FOAR & FABL:** FIELD WORKS- 5-YEAR MAINTENANCE VALUE

| **DESCRIPTION (Contract Amount)** | **FOAR**<br><br>**TOTAL (EXCLUDING VAT)** | **FABL**<br><br>**TOTAL (EXCLUDING VAT)** | **GRAND TOTAL FOR FOAR AND FABL** |
|---|---|---|---|
| YEAR 1: **YEAR 1 GRAND TOTAL** | **R** | **R** | **R** |
| YEAR 2: (Year 1 minus once-off P&G rates ) * 4,5% | **R** | **R** | **R** |
| YEAR 3: Year 2 * 4,5% | **R** | **R** | **R** |
| YEAR 4: Year 3 * 4,5% | **R** | **R** | **R** |
| YEAR 5: Year 4 * 4,5% | **R** | **R** | **R** |
| **GRAND TOTAL FOR FOAR AND FABL (EXCL. VAT)** | | | **R** |
| **VAT** | | | **R** |
| ***GRAND TOTAL FOR FOAR AND FABL (INCL. VAT)** | | | **R** |

***This amount is to be carried over to the Form of Offer and Acceptance**

**Contract Price and Price Adjustment**

The rates applicable to this contract will be listed as in the Bid submission returnable and as per Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in cost of labour. The adjustments to the Price shall only take into considerations market influences in the preceding year and periods longer than this will not be considered.

Application for Price increases shall be submitted to the Company's Representative not less than 60 (sixty) days prior requested effective date of increase and must be accompanied by revised prices and documentary evidence support of such application.

**Mark-up (3rd party procured items/services)**

Additional spares and specialised sub-contracted work may be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, engineering, and management.

Note that the Mark-up percentage above shall not be used for items already covered or included on the above price list, Mark-up percentage shall apply only on additional items not covered or included on the above price list.

ACSA retains the right to procure of equal quality and standard if such goods or services can be procured at a lower cost, and supply same to the Contractor for fitment or use.

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## PART C3: SCOPE OF WORK

| Document reference | APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF AIRFIELD GROUND LIGHTING FIELD WORKS FOR A PERIOD OF FIVE (05) YEAR AT O.R. TAMBO AND BRAM FISHER INTERNATIONAL AIRPORTS | No of pages |
|---|---|---|
| | *This cover page* | |
| C3.1 | *Description of Works* | |
| C3.2 | *Management Strategy* | |
| C3.3 | *Maintenance Document Control (Project Specifications)* | |
| | Total number of pages | 105 |

### Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Description |
|---|---|
| ACSA | Airports Company South Africa |
| AGL | Airfield Ground Lighting |
| A-SMGCS | Advanced Surface Movement Guidance and Control Systems |
| TXY | Taxiway |
| RWY | Runway |
| FAA | Federal Aviation Administration (of the United States of America) |
| FAOR | Flight Area O.R Tambo |
| FABL | Flight Area Bram Fischer |
| STB | Stopbar |
| ICAO | International Civil Aviation Organisation |
| LED | Light Emitting Diode |
| PAPI | Precision Approach Slope Indicator |
| RCL | Runway Centre Line Lights |

| | |
|---|---|
| AIP | Aeronautical information publication |
| RGL | Runway Guard Light |
| SACAA | South African Civil Aviation Authority |
| TCL | Taxiway Centre Line Lights |
| TDZ | Touch Down Zone Lights |
| MALMS | Mobile Airfield Light Measurement System |
| OEM | Original Equipment Manufacture |
| PM | Preventative Maintenance works order |
| NOTAM | Notice to Airmen |
| WO | Works order |
| WR | Work request |
| IMC | Infrastructure Monitoring and Control |
| AMC | Airport Management Centre |
| LSA | Localiser sensitive area |
| AVOP | Airside Vehicle Operators Permit |
| AIT | Airside Induction Training |
| PARTAC | Practical Airside Radio Telephone Competency |
| PMI | Project Managers Instruction |
| NCE | Notification of Compensation Event |
| SUB | Submission for Acceptance |
| GC | General Communication |
| EWN | Early Warning |
| PAY | Payment Certificate |
| QCE | Quotation for Compensation Event |

## C3.1: DESCRIPTION OF THE WORKS

### 1. Description of services

#### 1.1. Executive overview

The objective is to maintain the serviceability of Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cable infrastructure at OR Tambo International Airport and Bram Fischer International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance with SACAA CATS and CAR's 139, ICAO DOC 9137 AN/898 Part9 Aerodrome maintenance manual, CAR 139.2.22(2) and CAT2 ICAO Annex 14 Volume 1 Edition 6 as amended.

The *Contractor* will maintain the Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cable facility at OR Tambo International Airport and Bram Fischer International Airport within the restricted maneuvering area of the aerodrome.

The *Contractor* shall be responsible for fixed preventive maintenance, ad-hoc maintenance, callouts and provision of spare parts.

All plant and equipment used on site shall comply with the safety requirements as defined in the Occupational Health and Safety Act (Act 85 of 1993), the Civil Aviation Regulations, and all applicable airside operational safety standards. This includes, but is not limited to, compliance with ACSA's Airside Safety Regulations, ICAO Annex 14 requirements, and the relevant provisions governing work in live airport environments. Equipment used must be suitable for deployment in active airside areas and should not interfere with aircraft movements, navigational aids, or critical infrastructure.

### 1.2. Employer's requirements for the service

The *Contractor* shall be responsible for ensuring serviceability of runway and taxiway lighting. The works consists of fixed legislative preventative maintenance, ad-hoc/call outs and provision of spare parts. Fixed preventative maintenance includes cleaning and photometric testing of runway lighting, PAPI angle verification and alignment, runway approach lighting angle settings and torquing of inset light fittings. Annual service of Mobile Airfield Light Measurement System and sensor calibration.

The goal is to Ensure serviceability, safety, reliability and availability of the following airfield ground lighting systems (further details for all the activities can be found in Annexure D of the NEC contract):

- Runway Approach 12 inch inset and elevated lights
- Runway threshold/end 8 inch inset and elevated lights
- Runway Centre line 8-inch inset lights
- Runway Touchdown Zone 8-inch inset lights
- Runway Edge lights elevated and 12-inch inset lights
- Precision Approach Path Indicators
- Runway Guard Lights
- Rapid Exit Taxiway Indicator Lights
- Taxiway Centre line lights
- Taxiway edge lights
- Taxiway Lead-In/lead-Off lights
- Stopbar lights inset and elevated
- Airfield Guidance Signages
- 6mm2 AGL primary circuits – The *Contractor* will be required to improve megaohm reading on primary circuits when they are deemed below the required level.
- 4mm AGL secondary circuit's fault repairs
- Slot cutting and back filling

- AGL series isolation transformers
- Primary plugs and connectors
- Base removal and installations 8-inch and 12-inch
- Deep can installations
- Airfield Guidance signages

The *Contractor* shall ensure that arrangements are in place to deliver spare parts as and when needed for the abovementioned components/lights. All spare parts shall be in accordance with specifications listed in section 4.3.1 Specifications. The *Contractor* shall ensure necessary arrangements and agreements with respective OEMs are in place to ensure timeous delivery of spare parts. Attend to all callouts and repairs within agreed times frames. Attend risk reduction meetings, sign off works orders upon completion of maintenance activities. Comply with all ACSA policies and procedures and ensure safety while working on the maneuvering area.

FAOR is operational 24 hours and consists of two parallel runways certified CAT2 compliant as per SACAA part 139 and 140. There are two parallel runways with multiple taxiways facilitating aircraft movements to and from the Apron parking bays. Maintenance is carried out at night in accordance with published runway closures as per AIP, 03L/21R every Monday and Wednesday 11:30pm till 05am and 03R/21L every Tuesday and Thursday 10:30pm till 05:30am. Taxiway's Yankee, Echo, Lima, Alpha, Charlie, Bravo, Quebec, November, Hotel, PAPA, India, Juliet and Kilo remain active during runway closures, where maintenance is required that will impact aircrafts movements, such shall be carried out with special closures that will require activation of Notice to Airman (NOTAM).

There's a combination of LED and tungsten halogen type light fittings, insert and elevated light fittings. The light fixtures are installed on both runways and taxiways. The *Contractor* shall ensure that all maintenance works undertaken under this contract complies with the required legislation. All installations shall follow the OEM specifications and guidelines. The *Contractor* shall ensure that plant and materials used for any part of this contract is fit for purpose and are calibrated where applicable.

All the systems and equipment, unless otherwise specified, shall comply with the requirements of Facility Performance Category II as specified by the International Civil Aviation Organisation (ICAO), referred to as "The Aerodrome Design and Operations Manual", Volume 1, Annex 14 fourth edition – July 2004 and Amendments.

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

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Upon arrival at the Employer's premises, at the pre-arranged time, the *Contractor* shall report to the Service Manager and attend to any matters which may necessitate action.

Upon completion of the service/maintenance visit, the *Contractor* shall complete a comprehensive written service report (with photographic evidence) with respect to Airfield Ground Lighting, Guidance Signage, Isolation Transformers, Primary and Secondary cables, listing all activities undertaken, additional work performed, and consumables used. This report is to be submitted to the Service Manager for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval. Detailed maintenance sheets shall be completed after service.

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The *Contractor* will be fully responsible for obtaining (and keeping up to date with) said requirements.

The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The *Contractor* shall always comply with the Minimum Staffing Schedule – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the *Contractor* from time to time.

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

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

The *Contractor* shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The *Contractor* shall continuously ensure that all staff is knowledgeable and trustworthy of the hot work system activities/procedures in the area. The *Contractor* 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.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended to until restored to good reliable

condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect-free guaranteed period of 3 months after completion of work.

All work shall be charged according to the activities referred to in the Maintenance of Aerodrome Lighting and AGL Systems Procedure.

The *Contractor* will be responsible for keeping enough spares and to a standard that complies with the requirements of this contract and will charge ACSA accordingly as and when required. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site.

The *Contractor* will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises to comply with the Response Time requirements of this contract.

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

The *Contractor* shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are proper Personal Protective Equipment (PPE), including a uniquely numbered reflective jacket (for easy identification via CCTV).

## 2. Management strategy and start up

### 2.1. The Contractor's plan for the service

The *Contractors* plan shall take into consideration that maintenance activities can only be carried out in alignment with AIP closure times. Additional NOTAMS may be required to perform repairs on areas that are active during runway closures. Such works may include slot cutting or installation of inset bases on runway and taxiway intersections. There is limited time to perform repairs on the maneuvering area, there *Contractor* shall ensure that all repairs are completed in a compliant manner ensuring full usage of the runway for operational use. *Contractor* to ensure that tools are readily available and items such as resin are kept and stored in accordance with OEM requirements.

The contractor will be responsible for completing maintenance works orders and reporting to the infrastructure monitoring and control centre (IMCC) upon arrival onsite and upon completion of the work. All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

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Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

The contractors maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week. Postponements will be approved subject to weather conditions.

All Preventative Maintenance are scheduled by the IMCC, to ensure the serviceability of the infrastructure in accordance with the activities/frequencies as listed in the ACSA maintenance of Aerodrome Lighting and AGL Systems Procedure.

## 2.2. Management meetings

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

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:** |
|---|---|---|---|
| Risk register and compensation events | Every second Tuesday of the month @ 10:00 | Microsoft teams | *Employer and Contractor* |
| Overall contract progress and feedback | Every second Tuesday of the month @ 10:00 | Microsoft teams | *Employer and Contractor* |
| Defect reduction reporting | Every second Tuesday of the month @ 10:00 | Microsoft teams | *Employer and Contractor* |

Meetings of a specialized nature (not listed in above table) may be convened at times and locations that suit both Parties. Records of these meetings shall be shared by the person chairing 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 chaired the meeting.

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

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the *Service Manager* at commencement of this Contract. This will, as a minimum, include all persons from technician 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 contractor shall ensure that access permits are valid and renewed well in advance to ensure continuous maintenance and unrestricted access.

### 2.4. Documentation control

- *Service Manager* issues a PM for scheduled maintenance,
- *Contractor* performs maintenance and signs off on the PM and indicates corrective follow works if required.
- *Service Manager* signs off the PM and creates a follow up WO if required and the process is repetitive.
- Additionally, WO may arise from inspections performed by other stakeholders resulting in a generation of a WO through IMCC. Such communication can be expected from ACSA electricians and engineers within the electrical department.
- When maintenance is performed, record sheets must be completed and signed off by representatives of both the *Employer* and the *Contractor* (the key person employed in this contract in the role of the Technician suffices).
- These record sheets must be stored for the duration of the contract and should be available for inspection at any time.
- All record sheets, job cards, history reports etc. remain the property of the Employer and shall be made available on request by the Service Manager or any other duly appointed representative of the Employer. At the end of the contract period a complete set of documentation must be handed over to the Employer.
- The contractor shall further provide copies of these record sheets to the Employer contract manager by the **fifth day of every month**.
- All communication shall be recorded.

### 2.5. Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.2 of the NEC contract, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager*'s payment certificate.

The *Contractor* shall address the tax invoice to Airports Company South Africa SOC Ltd

Western Precinct Aviation Park, O.R. Tambo International Airports, Kempton Park, Johannesburg, 1632 and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager;*
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number: 493013893
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

**2.6. Contract change management**

The following standard forms are applicable to effect change management and control:

| Change Activity | NEC Form use |
|---|---|
| Scope change request | PMI |
| Identification of new risk | EWN |
| Request for time | NCE |
| Submitting a price for the change | QCE |

**2.7. Insurance provided by the Employer**

Refer to ACSA Insurance Clauses C1.4: ACSA ISURANCE CLAUSES in the NEC contract

**2.8. Training workshops and technology transfer**

Not applicable (however skills transfers may be required)

**2.9. Design**

**N/A**

**2.10. Equipment**

Service provider is expected to provide equipment for the execution of maintenance for the term of the agreement.

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

**2.11.1. Equipment**

**N/A**

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#### 2.11.2. Information and Other things

The contractor shall submit a maintenance record covering all inspection sheets, reports, minutes, WO and PM for the duration of the contract.

## 3. Health and safety, the environment and quality assurance

### 3.1. Health and safety risk management

Health and safety requirements and procedures:

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

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

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

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

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

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

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

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

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

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

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

- All airside areas
- All areas accessible to public
- All enclosed areas

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

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

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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering or

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leaving the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches are not permitted on ACSA premises.

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

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

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

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

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

Protection of the public:

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

Barricades and lighting:

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted safety

standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

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

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### 3.2. Environmental constraints and management

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

At no time shall the Contractor:

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

### 3.3. Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

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

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

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

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

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

**Signed**: **Date: 17th January 2017**

**Issue No: 10**

**Chief Executive Officer: Airports Company South Africa SOC Limited**

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## 4. Procurement

The Contractor will respect OEM warrantees to the Employer always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where *Contractors* use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

### 4.1. People

#### 4.1.1. Minimum requirements of people employed

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Electrical technician, Electrician, Civil Technician, Technical assistant. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. **It should be noted that foreigners may not be employed for the purposes of this maintenance contract.**

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience in the maintenance of AGL fittings and lighting or similar works. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Maintenance of AGL ground lighting, primary/secondary cables, connectors/plugs, inset/elevated light fittings and bases, Slot cutting and resin applications.

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## 4.2. Subcontracting

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

## 4.3. Plant and Materials

### 4.3.1. Specifications

Taxiway and Runway lighting to be in accordance with ICAO Volume 1, Annex 14.

General Requirements for insert lighting spare parts:

- All light fittings shall comply with ICAO Annexure 14, Vol 1 (Latest Edition)
- The lamp source shall be LED and shall meet the functional requirements of the standard noted
- The lights shall be suitable for use under Category I, II and III Conditions
- Nominal luminous source lifetime of minimum 50,000 hours at full intensity is required
- Power consumption shall not exceed 20 VA (per side) with minimum power factor of 0.75
- Beam colour to be achieved without the aid of colour filters
- The fittings shall be fixed onto an 8” or 12’’ diameter base unless noted otherwise
- The fittings shall be suitable for use on existing Tungsten lights installations
- The lens shall be “user-replaceable” without the need to apply sealing compound
- The projection above ground shall not exceed 12.7 mm for insert fittings.

| | |
|---|---|
| Light Basis: | All inset lighting shall be installed in approved light bases. The<br>size of the base shall match the lighting requirement and withstand specified surface loading. Both “deep: - and “Shallow” bases are required |
| Runway Guard Light (Elevated): | Two 100W/6.6A Lamps rated at 1,000 hours, Alternating flashes at 45 - 50 per minute, adjustable light beam at 0° to 20° vertically and ±20° horizontally. Fitting shall include frangible column, and lens shall be “Traffic Signal Yellow” |

| | |
|---|---|
| Elevated Threshold and Runway End Lights | Compliance with ICAO: Annex 14, Volume 1, para 5.3.10 and 5.3.11, for Precision Approach Runway (LED type luminaire) or similar approved |
| Inset Threshold and Runway End Lights | Compliance with ICAO: Annex 14, Volume 1, para 5.3.10 and 5.3.11, for Precision Approach Runway (LED type luminaire) |
| Centreline Lights (Inset): | Compliance with ICAO: Annex 14, Volume 1 provide LED type, curved and straight. |
| Taxiway stop bar (inset): | Compliance with ICAO: Annex 14, Volume 1 provide LED type luminaire |

**Isolation Transformers**

The isolating transformers shall be in full compliance with ICAO Aerodrome Design Manual, Part 5 Section

3.2.1.7 a & b including the following:

- A rubber (or Epoxy) encapsulated or otherwise integrally moisture resistant isolating series transformer c/w all leads, plugs and receptacles, suitable for use on the approach lighting system as prescribed above.
- The transformers shall be suited to be immersed, buried or exposed.
- The cable connectors and isolating transformers shall be inspected before installation as per the ICAO Aerodrome design manual Part 5 – Electrical systems section 3.9.3.2. No isolating transformer shall be installed unless it has been inspected on site.
- The pin and sockets of the primary and secondary cables including all transformers shall be lubricated by means of “ELECLUBE” or alternatively approved electrical contact lubricant before being closed up.

**Support Structures – Safety Precautions**

- All the support structures and light fixtures shall be designed and placed in the approach area to minimise the damage to aircraft, should the aircraft strike any of the structures.
- The mechanical design of the support structures, as well as the materials used, shall assure complete frangibility in accordance with the ICAO regulations, section 5.3.1.3.

**Information and Mandatory Signage**

- The mandatory and instruction signage shall be provided in accordance with the requirements as stipulated in the Aerodrome Design Manual, Part 4.

- The lettering required to the signage will be provided by ACSA or ACSA's Engineering Representative.

**AGL Cable's Work**

- The primary lighting cable shall be 6 mm2 XLPE insulated 5 kV rated, complete with 0.2 mm thick copper braid screen. The primary cable connectors used shall be the screened type connectors, to match the primary wire size. Secondary cable shall be TPE insulated 2-core 4 mm2/TPE sheathed cable. The colour coding of secondary conductors to be confirmed before placing of material orders. Cables shall in general comply with ICAO standards as specified in the ICAO Aerodrome Design Manual: Part 5 – Electrical systems and SANS 1411 Part 1."
- The jointing of cables shall be kept to a minimum and will only be allowed if approved by the Engineer or his appointed representative.
- The scotch cast casing will be taped at the ends with Scotch 3M No 23 electrical tape – high voltage corona resistant self-bonding splicing tape.
- All joints made on the primary cable shall be indicated on the cable route drawing. This is an item that will be strictly adhered to.

Note: The site is at an operating Airport and as such the *Contractor* must ensure that under NO CIRCUMSTANCES trenching work interrupts the normal flow of aircraft movement during the day. All trenching and installation work near operating taxiways and runways must be done in accordance with the guidelines set out in Volume 5 of Annex 14. The *Contractor* will be required to ensure that before the end of each shift, the site next to the taxiway/runway is cleared of all debris. Failure to comply with this requirement could lead to the *Contractor* being held liable for any damage caused to aircraft due to the *Contractor*'s negligence. Most of the works will be carried out during normal operational hours.

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### 4.3.2. Correction of defects

Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before failure occurs. The contractor will be issued with a PM for execution of scheduled preventative maintenance, identified defects are to be noted on the PM and a follow-up works order will be issued to resolve identified defect.

The minimum preventative maintenance effected on all work areas listed in the contract, shall be performed as detailed in the contract. The preventative maintenance is performed to prevent failures as detailed in the contract from occurring. The Contractor must identify the critical areas on their maintenance report and notify the Service Manager of the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention. This should be noted on the preventative maintenance works order.

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

| | |
|---|---|
| Defect free liability period – preventative maintenance | The defect free period will be no less than the interval between preventative maintenance intervals. |
| Defect free liability period – corrective or breakdown maintenance | The defect free period will be no less than 90 days. |
| Defect free liability period – project work | The defect free period will be no less than 12 months. |

### 4.3.3. Contractor's procurement of Plant and Materials

The *Contractor* shall ensure that all tools and equipment are available onsite for the execution of the works. The *Contractors* is required to have the following available onsite

- Slot cutting machine
- Resin
- Mobile generator
- Jack hammer, picks and shovels
- Serviceable vehicle (bakkie) equipped with a squitter system, radio. The vehicle should not be older the 7 years.
- All electrical tools for testing and commissioning electrical circuits i.e. insulation resistance tester, voltmeter, ammeter
- 8 inch and twelve-inch Inset light fitting alignment and removal tool
- Lighting
- Theodor light
- Electronic torque wrench
- Minimum spares as listed in the BOQ/pricing

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The above list is not intended to limit the *Contractor* in providing additional tools necessary for works execution. All plan and material shall be of good quality, where required calibration certificates are valid. Care shall be taken to ensure sufficient resin is kept as per OEM recommendations to avoid damage.

#### 4.3.4. Tests and inspections before delivery

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

#### 4.3.5. Plant & Materials provided "free issue" by the Employer

- Isolation transformers
- Cables and connectors (over and above what is listed on the BOQ/pricing)
- Light fitting spares and bases (over and above what is listed on the BOQ/pricing)
- Photometric testing equipment

## 5. Working on the Affected Property

### Location of the works

The Works are located at O.R Tambo International Airport and Bram Fischer International Airport on the restricted manoeuvring area of the aerodrome. It is crucial for the Contractor to note that both aerodromes are National Key Points and governed as such.

### Nature of Service

Airfield ground lighting is provided on runways and taxiways which are always operational for FAOR. Planned maintenance is conducted twice weekly upon runway standing closure to avoid disruption to operations at the OR Tambo Airport:

- **03L/21R: Monday and Wednesday midnight**
- **03R/21L Tuesday and Thursday midnight.**

Access to perform extended maintenance or repairs on runways will be evaluated on a case-by-case basis to determine the nature of work, should a need arise for closure then a NOTAM will be issued with coordination with affected stakeholders.

The policies of the ACSA Maintenance & Engineering Department, ACSA Environmental and Aviation Safety Department, ACSA Airfield Fire and Rescue Department as well as the ICAO Standards and CAA Regulations will be always adhered to.

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**Night Work**

Work on the Taxiways or high traffic access gates will mostly take place at night depending on the traffic movement. The Contractor to provide suitable lighting to enable the work to be properly performed and controlled at night. Night work will only commence if the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours. Night work on taxiways may only take place in accordance to the NOTAM published. No additional payment shall be made for provision of the working lights for the duration of the work conducted on site.

**Environment**

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

At no time shall the Contractor:

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

**5.1. Employers site entry and security, permits, and site regulations**

**Access to site**

Airfield Induction Training (AIT), Airside Vehicle Operators Permit (AVOP), Practical Airport Radio Telephony and Airside Competency (PARTAC) and General Security Awareness training will be required for personnel intended to gain access on the maneuvering area. The vehicle in use shall also comply and obtain the required airside permits. Training and permits should be completed and issued before accessing airside and commencement of work. All personnel will be subject to background checks by SAPS prior to permit issuance. Access permits are renewed every two years and vehicle operators permits are valid for a year.

The Safety file shall be approved by the ACSA safety department before commencement of work. The Airside specific risk assessment must be conducted and approved by ACSA Airside Operations department. The Contractor shall not carry out any work until a permit to work has been approved and signed off by the ACSA Safety and Airside Operations Department.

Runway and taxiway closures are facilitated through the ACSA Fire and Rescue Department; the contractor shall report to the ACSA Electrical Department as well as the Fire and Rescue Department indicating the area in which works will be taking place and the nature of work.

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Furthermore, the contractor shall request access from the Air Traffic Navigational Services (ATNS) for permission to enter the maneuvering area.

The Contractor shall not be compensated for costs relating to ACSA required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with ACSA's safety and security requirements relating to permits so that no work is 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 | All |
| Airside Vehicle Permit | All vehicles that enter airside | All |
| Basement Parking permit | All vehicles allowed to enter the delivery basement | All |
| Personal permit | All persons employed on the airport | All |
| Cell phone permit | All persons taking cell phones to airside (only 1 cellphone per person is permitted) | All |
| Laptop permit | All persons taking laptop computers to airside | All |
| Camera permit | All persons taking cameras or camera equipment to airside | All |
| Hot Works Permit | All welding and gas cutting tools | All |

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.

### 5.2. People restrictions, hours of work, conduct and records

Unless NOTAM or AIP amendments are in place, access will only be granted as per approved AIP publication.

### 5.3. Health and safety facilities on the Affected Property

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer 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 (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff. |
| **Storm water, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.<br>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required.<br>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas.<br>• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.<br>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.<br>• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimize noise generated on site due to work operations.<br>• The Contractor shall comply with the applicable regulations regarding noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.<br>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.<br>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.<br>• Contractors shall maintain a tidy, litter free environment always in their work area.<br>• Contractors must keep on file:<br>1. The name of the contracting waste company<br>2. Waste disposal site used<br>3. Monthly reports on quantities – separated into general, hazardous and recycled<br>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal<br>5. Copy of waste permit for disposal site<br>This information must be available during audits and inspections. |
| **Handling & Storage of Hazardous Chemical Substances (HCS)** | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.<br>• Materials Safety Data Sheets shall be stored with all HCS.<br>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately).<br>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.<br>• 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** | the Employer 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. |

**Low Service Damages**

Low service damages shall be imposed by the Employer 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 low service damages to be imposed. The Contractor shall take the necessary steps (e.g., training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on which low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____(name & surname) of

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____(airport name).

## 5.4. Environmental controls, fauna & flora

Any loose material (paper, plastic, or gravel) is considered a hazard to aircraft engines and must be secured or cleared immediately. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

*Contractors* must use the best practical means to minimise noise, especially during night works, and provide hearing protection for workers in high-noise zones.

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### 5.5. Cooperating with and obtaining acceptance of Others

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

- Assisting with emergency works
- Re-scheduling of work to accommodate other contractors
- 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

### 5.6. Records of Contractor's Equipment

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

### 5.7. Site services and facilities

#### 5.7.1. Provided by the Employer

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

#### 5.7.2. Provided by the Contractor

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

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### 5.8. Control of noise, dust, water and waste

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

### 5.9. Tapping into existing circuits

No tapping into existing primary circuits without approval from the *Service Manager is permitted. Request for permission* shall be accompanied by technical data and calculations followed by a risk assessment. The permit to work shall be followed in accordance with prescribed legislation.

### 5.10. Tests and inspections

#### 5.10.1. Description of tests and inspections

The contractor shall report to ACSAs Senior Electrician or Electrician on duty upon completion of repairs immediately for inspection and testing if required, and both shall sign off the WO. Such tests include but are not limited to:

- Testing for interleaving
- Torque settings
- Insulation testing
- Bi-directional switching of lights
- Angle verification

## 6. List of drawings

### 6.1. Drawings issued by the Employer

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

| Drawing number | Revision | Title |
|---|---|---|
| P18079-DD-01-ELE | 002 | **Electrical General Lights layout** |

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**PART C4: SITE INFORMATION**

| TITLE | ANNEX NUMBER |
|---|---|
| SERVICE LEVEL AGREEMENT | ANNEXURE A |
| ENVIRONMENTAL TERMS AND CONDITIONS | ANNEXURE B |
| SCHEDULE OF TOOLS AND SPECIAL EQUIPMENT | ANNEXURE C |
| SUGGESTED MAINTENANCE PROGRAMME | ANNEXURE D |
| PERMIT COST | ANNEXURE E |
| ABBREVIATIONS | ANNEXURE F |
| NON-COMPLIANCE REPORT | ANNEXURE G |
| ORTIA -DRAWINGS | ANNEXTURE H |

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**ANNEXURE A**

## SERVICE LEVEL AGREEMENT

**Operational hours**
Normal airport operational hours shall be **from 05:00 to 22:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

**Minimum Staffing Schedule**
The Contractor must maintain the following **minimum** staff available when required and should price for them accordingly:

| Skill | Quantity | Frequency |
|---|---|---|
| Electrician | 4 | When required |
| Technical Assistant | 2 | When required |
| Engineer (OEM) | 1 | When required |
| Civil Technician | 2 | When required |
| Electrical Technician | 1 | When required |

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

**Response Times**

| Description | Benchmark |
|---|---|
| Availability | Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response;<br>➢ Standby diesel generator availability (as per ICAO/CAA/SANS requirements) shall be maintained at or above 99.5% overall per month. |
| Response time | All breakdowns shall be responded to within:<br>➢ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours<br>➢ 1.5 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours |
| Closure Duration | All breakdowns shall be resolved within:<br>➢ 3 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) |
| % of planned maintenance completed per month | 100% of all planned maintenance shall be completed per year and when necessary |

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**Service Level Table**
Low service damage will be raised against the contractor if the following service levels are not achieved:

| **Failure to meet the following Service Level** | **Low Service Damage against the Activity** | **Low Service Damage Percentage of the corresponding activity** |
|---|---|---|
| Minimum guarantee for all preventive maintenance work | Per corresponding PM | 100% or redo the PM |
| Minimum guarantee for all Corrective/Reactive/Repair Maintenance | Per corresponding CM | 100% or redo the CM |
| Minimum legislated ORHVS qualification requirement for personnel working standby diesel generator system | Contract | Immediate Termination |
| Preform the schedule PM on time | Per corresponding PM | 10% |
| Fault response time | Per corresponding CM/ Task Order | 10% |
| Incomplete activity | Per corresponding activity | 10% |

All breakdowns during normal working hours shall be responded to within **60 minutes**. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment**.**

All breakdowns after working hours shall be responded to **within 90 minutes**. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

**Closure Duration**
Closure duration is defined as the time elapsed since the maintenance call was logged at the IMCC to the time the contractor reports to the IMCC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 2 Hours during normal working hours and within 3 Hours after hours.

**Defect Free Period**

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

**Benchmarks**

a. Preventative maintenance, defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.
b. Corrective or breakdown maintenance, defect free period will be no less than 90 days.
c. Project maintenance, the defect free period will be no less than 12 months

**Notification of Penalties**

The Service Manager will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor.

Failure to meet service levels:

a. Response time: A penalty of **R5000** per event will be payable by the contractor if the response time is not adhered to for more than 2 times in a month.
b. Closure duration: A penalty of R5000 per event will be payable by the contractor if the closure duration is not adhered to for more than 2 times in a month.
c. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
d. Safety, housekeeping and legal compliance: It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety, housekeeping and legal infringement be committed, a penalty of R 5000.00 (two thousand rands) per finding will be retained from the following month's invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.

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**Human resources**

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
    a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
    b) Is suitably qualified and experienced to work on standby diesel generators, and associated infrastructure.
    c) Is able to successfully interact with OEM personnel.
    d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

**Staff qualifications**

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

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

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).
Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem.
Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.
*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be *used* as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

| | |
|---|---|
| Defect free liability period – corrective or breakdown maintenance | The defect free period will be no less than 90 days. |
| Defect free liability period – project work | The defect free period will be no less than 12 months. |

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**ANNEXURE B**

***ACSA SERVICE & MAINTENANCE CONTRACTORS***
***ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048***

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

| ISSUE | REQUIREMENT |
|---|---|
| **Environmental Policy** | ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff. |
| **Storm water, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.<br>• 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.<br>• 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.<br>• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.<br>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.<br>• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimize noise generated on site due to work operations.<br>• The Contractor shall comply with the applicable regulations regarding noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.<br>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.<br>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.<br>• Contractors shall maintain a tidy, litter free environment always in their work area.<br>• Contractors must keep on file:<br>1. The name of the contracting waste company |

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| | |
|---|---|
| | 2. Waste disposal site used<br>3. Monthly reports on quantities – separated into general, hazardous and recycled<br>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal<br>5. Copy of waste permit for disposal site<br>This information must be available during audits and inspections. |
| **Handling & Storage of Hazardous Chemical Substances (HCS)** | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.<br>• Materials Safety Data Sheets shall be stored with all HCS.<br>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).<br>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.<br>• 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.

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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: .....

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**ANNEXURE C**

**TOOLS AND SPECIAL EQUIPMENT**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

| **Number** | **Item description** | **Lead time** |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |

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**ANNEXURE D**

## SUGGESTED MAINTENANCE PROGRAMME

The Contractor shall include a suggested maintenance programme that must cover all requirements under this contract.

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance with the OEM requirements. As a minimum, the Contractor must perform the following:

**MAINTENANCE SCHEDULE FOR AIRFIELD GROUND LIGHTING (TAXIWAYS AND RUNWAYS), ISOLATION TRANSFORMER AND AIRFIELD GUIDANCE SIGNAGE:**

| Asset Group | Activity | Frequency |
|---|---|---|
| Approach Lights | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Threshold Lights | Inspection | Daily (D) |
| | Maintenance | Two-Weekly (2W) |
| Runway Centre Line Lights | Maintenance | Two-Weekly (2W) |
| | Maintenance | Tri-Monthly (3M) |
| | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Runway Edge Lights | Maintenance | Tri-Monthly (3M) |
| | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Touch Down Zone Lights | Maintenance | Two-Weekly (2W) |
| | Maintenance | Tri-Monthly (3M) |
| | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Runway End Lights | Maintenance | Two-Weekly (2W) |
| Rapid Exit Taxiway Indicator Lighting System | Maintenance | Six Monthly (6M) |
| Rapid Exit Taxiway Lights | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Stop Bar Lights | Maintenance | Six Monthly (6M) |
| | Maintenance | Yearly (Y) |
| Taxiway Centre Line Lights | Maintenance | Tri-Monthly (3M) |
| | Maintenance | Yearly (Y) |
| Taxiway Edge Lights | Maintenance | Yearly (Y) |
| Precision Approach Path Indicators | Maintenance | Two-Monthly (2M) |
| | Calibration | Yearly (Y) |

| | | |
|---|---|---|
| Lead in/Off Lights | Maintenance | Yearly (Y) |
| Obstruction Lights | Maintenance | Yearly (Y) |
| Primary Cables, Plugs, Connectors and Isolating Transformers | Maintenance | Monthly (M) |
| | Functional Test and Inspection Testing | Six Monthly (6M)<br>Yearly (Y) |
| Field System (Transformers and secondary Cables) | Maintenance | Six Monthly (6M) |
| Photometric Mobile Tester | Calibration | Yearly (Y) |
| Photometric Workshop Bench | | |

1. **Maintenance Tasks for Approach Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean all lights<br>2) Change gaskets (if required)<br>3) Check lights and bases<br>4) Remove moisture and dry lights and bases<br>5) Align light fixtures and bases (if applicable) | Six Monthly (6M) |
| Maintenance | 1) Align and torque<br>2) Check for corrosion, worn-out parts and replace where required<br>3) Perform Approach Lighting Elevation angle settings (only applicable to elevated approach lights) and keep record of results<br>4) Clean or replace prisms and filters on insert fittings (applicable to halogen light fittings)<br>5) Check elevated light fitting support structures for damage, rust, tighten and spray paint where applicable (condition based) | Yearly (Y) |

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2. **Maintenance Tasks for Runway Threshold Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Check for wear and tear and replace if necessary<br>2) Torque all light fittings | Two Weekly (2W) |

3. **Maintenance Tasks for Runway Centre Line Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean and perform photometric testing on Runway Centre Line for all lights.<br>2) Check and interpret the results | Two Weekly (2W) |
| Maintenance | 1) Check lights and bases - Align light fixtures and bases (if applicable)<br>2) Remove moisture and dry lights and bases<br>3) Torque each light fitting | Six Monthly (6M) |
| Maintenance | 1) Check for corrosion, worn-out parts and replace where required. | Yearly (Y) |

4. **Maintenance Tasks for Runway Edge Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean and perform Photometric Testing<br>2) Assess and analyze the results | Tri-Monthly (3M) |
| Maintenance | 1) For inset halogen fittings, apply resealing compound<br>2) Check lights and bases - Align light fixtures and bases (if applicable)<br>3) Remove moisture and dry lights and bases | Six Monthly (6M) |
| Maintenance | 1) Torque each light fitting<br>2) Check for corrosion, worn-out parts and replace where required | Yearly (Y) |

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5. **Maintenance Tasks for Touch Down Zone Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean and perform photometric testing on Runway Touch Down Zone Lighting for all the lights within 900m of each threshold.<br>2) Check and interpret the results | Two Weekly (2W) |
| Maintenance | Torque each light fitting (International Airports) | Tri Monthly (3M) |
| Maintenance | 1) Change gaskets (if required)<br>2) Check lights and bases - Align light fixtures and bases (if applicable)<br>3) Remove moisture and dry lights and bases<br>4) Check electrical connections for tightness. | Six Monthly (6M) |
| Maintenance | 1) Cleaning or replacing of prism & filters.<br>2) Apply sealing compound<br>3) Torque each light fitting<br>4) Check for corrosion, worn-out parts and replace where required | Yearly (Y) |

6. **Maintenance Tasks for Runway End Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Check for wear and tear and replace if necessary<br>2) Torque all light fittings | Two Weekly (2W) |
| Maintenance | 1) Torque each light fitting.<br>2) Check for corrosion and worn-out parts, and replace where required | Yearly (Y) |

7. **Maintenance Tasks for Rapid Exit Taxiway Indicator Lighting System**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean all lights<br>2) Apply resealing compound on all insert fittings<br>3) Remove moisture and dry lights and bases<br>4) Torque each light fitting | Six Monthly (6M) |

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8. **Maintenance Tasks for Rapid Exit Taxiway Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean all lights<br>2) Check lights and bases<br>3) Remove moisture, dry lights and bases | Six Monthly (6M) |
| Maintenance | 1) Torque each light fitting<br>2) Check for corrosion, worn-out parts, and replace where required.<br>3) Replace prisms and filters on insert fittings | Yearly (Y) |

9. **Maintenance Tasks for Stop Bar Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Apply resealing compound on all fittings where applicable<br>2) Check lights and bases<br>3) Remove moisture, dry lights and bases<br>4) Align light fixtures and bases (if applicable) | Six Monthly (6M) |
| Maintenance | 1) Torque each light fitting<br>2) Check for corrosion, worn-out parts and replace where required<br>3) Clean or replace prisms and filters on insert fittings | Yearly (Y) |

10. **Maintenance Tasks for Taxiway Centre Line Lights**

| Activity | Task Description | Frequency |
|---|---|---|
| Maintenance | 1) Torque each inset lighting | Tri-Monthly (3M) |
| Maintenance | 1) Check for corrosion, worn-out parts, and replace where required<br>2) Clean or replace prisms and filters on insert fittings<br>3) Change gaskets (if required) | Yearly (Y) |

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11. **Maintenance Tasks for Taxiway Edge Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Torque each light fitting | Six Monthly (6M) |
| Maintenance | 1) Check for corrosion, worn-out parts, and replace where required<br>2) Reseal all insert light fittings<br>3) Clean or replace prisms and filters on insert fittings | Yearly (Y) |

12. **Maintenance Tasks for Precision Approach Path Indicators (PAPI) Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Clean spreader glasses, filters, and replace unserviceable lamps.<br>2) Verify the angle settings on the PAPI units | Twice Monthly (TM) |

13. **Maintenance Tasks for Lead In/Off Lights**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Torque each light fitting<br>2) Re-seal all inset light fittings where applicable<br>3) Clean or replace prisms and filters on insert fittings | Yearly (Y) |

14. **Maintenance Tasks for Primary Cables, Plugs, Connectors and Isolating Transformers**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | 1) Check all connector plugs for cleanness, proper contact and replace where applicable (AGL Plugs, Isolation Transformers and Primary Cabling) | Six Monthly (6M) |

15. **Maintenance Tasks for Photometric Mobile Tester & Photometric Workshop Bench**

| Activity | Activity Description | Frequency |
|---|---|---|
| Maintenance | Calibrate sensors | Yearly (Y) |

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**ANNEXURE E**

**PERMIT PRICES**

| TYPE | CHARGE | APPLY DISCOUNT | PAYMENT | INV NR |
|---|---|---|---|---|
| **PERSONAL** | | | | |
| **Penalty - Permit Left in Boarding Gate Card Reader** | | | | |
| clear radiobuttons | | | | |
| Penalty | 9742 | ☐ | ○A ○C | |
| **Permanent** | | | | |
| clear radiobuttons | | | | |
| 1st Lost Pemit | 197 | ☐ | ○A ○C | |
| 2 yrs Permanent Permit | 270 | ☐ | ○A ○C | |
| 2nd Lost Permit | 395 | ☐ | ○A ○C | |
| Add Colour | 197 | ☐ | ○A ○C | |
| Add Colour & Icon | 285 | ☐ | ○A ○C | |
| Permanent Permit without clips & Cardholder | 270 | ☐ | ○A ○C | |
| Personal /Tool Permit | 358 | ☐ | ○A ○C | |
| Personal AVOP/Cell/Tools/Camera Permit | 622 | ☐ | ○A ○C | |
| Personal AVOP/Cellphone Permit | 446 | ☐ | ○A ○C | |
| Personal/AVOP Permit | 358 | ☐ | ○A ○C | |
| Personal/Camera Permit | 358 | ☐ | ○A ○C | |
| Personal/Cellphone Permit | 358 | ☐ | ○A ○C | |
| Reprint | 197 | ☐ | ○A ○C | |
| **Personal Permit Without Clip& Cardholder** | | | | |
| clear radiobuttons | | | | |
| **VEHICLE** | | | | |
| **3 days to 1 month** | | | | |
| clear radiobuttons | | | | |
| **Add on charge** | | | | |
| clear radiobuttons | | | | |
| 1 - 3 months | 321 | ☐ | ○A ○C | |
| 3 - 6 months | 643 | ☐ | ○A ○C | |

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| | |
|---|---|
| First Loss | 107 |
| Freight Parking | 0 |
| Second Lost | 179 |
| Transport operators | 213 |
| **Permanent** | |
| ATOA | 347 |
| Diplomatic | 622 |
| Lost ATOA | 731 |
| Lost Diplomat Permit | 846 |
| **Roadway stickers** | |
| Atoa | 88 |
| **Temporary** | |
| **TEMPORARY** | |
| **3 days - 1Month** | |
| **Personal Temporary** | |
| 1 Day | 553 |
| 1 Day without clip | 553 |
| 2-5 Days | 553 |
| 2-5 Days without clip & cardholder | 553 |
| **Vehicle Temporary** | |
| 1 - Day | 53 |
| 1--3 months | 352 |
| 2 - Days | 108 |
| 3 Days | 160 |
| 3 days - 1 Month | 352 |
| 4-6 months | 705 |
| **OTHER** | |
| **Penalty Charges** | |
| 10 Unretruned permits | 55640 |
| 1st Damaged Permit | 197 |
| 1st Loss Parking permits | 261 |
| 1st Loss Personal Permit | 467 |
| 1st Loss vehicle Permit | 1606 |
| 1st loss Diplomatic Parking | 846 |
| 2nd Damaged Permit | 343 |

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**ANNEXURE F**

## ABBREVIATION

| No. | Abbreviation | Description |
|---|---|---|
| 1 | ACSA | Airports Company South Africa |
| 2 | O.R Tambo | Oliver Reginald Tambo |
| 3 | NEC3 | New Engineering Contract 3 |
| 4 | TBC | To Be Communicated |
| 5 | OHS | Occupational Health & Safety |
| 6 | COIDA | Compensation for Occupational Injuries & Diseases Act |
| 7 | SHE | Safety, Health and Environment |
| 8 | VAT | Value Added Tax |
| 9 | PPE | Personal Protective Equipment |
| 10 | SLA | Service Level Agreement |
| 11 | OEM | Original Equipment Manufacturer |
| 12 | kVA | Kilovolt-amperes |
| 13 | MCB | Miniature Circuit Breaker |
| 14 | A | Amperes |
| 15 | kA | Kiloamperes |
| 16 | SUB | Substation |
| 20 | ICAO | International Civil Aviation Organization |
| 21 | CAA | Civil Aviation Authority |
| 22 | SANS | South African National Standards |
| 23 | IATA | International Air Transport Association |
| 24 | PM | Preventative Maintenance |
| 25 | WO | Work Order |
| 26 | AIP | Aeronautical Information Publication |

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**ANNEXURE G**

| | | |
|---|---|---|
| | **Non-Conformance Report** | **a) ME DOC 200610/01** |

| | | | |
|---|---|---|---|
| **Contractor name** | | | |
| **Contract/Service description** | | | |
| **Contract number** | | **Reference document** | ME DOC 200610/01 |
| **Number of non-conformances already issued against the contractor** | | | |
| **Location of non-conformance** | | | |
| **Description of Non-conformance: Failed to meet the required response time of 45 minutes for the call out on 24/07/2011. The contractor was called at 08h38, and the Technician arrived on site at 12h28.** | | | |
| **ACSA Representative's Department** | | | |
| | | | |
| **ACSA Representative Name** | **Signature** | **Date** | **Response date required** |
| | | | 6 |
| **ACSA Representative's Email Address** | **Telephone** | **Cell** | **Facsimile** |

| | | | |
|---|---|---|---|
| **CONTRACTOR'S REPRESENTATIVE:** Acknowledgement of understanding of above non-conformance | | | |
| | | | |
| Recipient/Reps Name | Signature | Title | Date |
| | | | |
| Email address | Telephone | Cell | Facsimile |

| | | |
|---|---|---|
| **CONTRACTOR'S RESPONSE:**<br>(A) Cause | (B) Immediate Corrective Action | (C) Action to Prevent Recurrence |
| (D) Corrective Action Implementation Date: | (E) Preventing Recurrence Implementation Date: | |

| | | | |
|---|---|---|---|
| | | | |
| Recipient/Reps Name | Signature | Title | Date |

| | | | |
|---|---|---|---|
| **ACSA Representative:** Evaluation of Proposed Corrective Action Accepted ☐ Rejected ☐<br>Comments | | | |
| | | | |
| Name | Signature | Title | Date |

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| **CONTACTOR REPRESENTATIVE:** Corrective Action Implemented to ACSA and contract requirements | | | |
|---|---|---|---|
| | | | |
| Recipient/Reps Name | Signature | Title | Date Implemented |

| **ACSA Representative:** Follow up and close out | | Accepted | Rejected |
|---|---|---|---|
| Comments | | | |
| | | | |
| Name | Signature | Title | Date |

| | | |
|---|---|---|
| | **Non-Conformance Report** | **b) ME DOC 200610/01** |

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**N CONFORMANCE REPORT (NCR) PROCESS**

1 The ***ACSA representative*** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.

2 The ***ACSA representative*** completes the first part of the form and issues it directly to the ***Contractor's representative.***

3 The ***Contractor's representative*** signs acceptance and understanding of the NCR

4 The ***ACSA representative*** gives a copy of this signed NCR to the M&E manager's office for filing and noting***.***

5 The ***Contractor's representative*** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.

6 The ***Contractor's representative*** submits the response e-mail / fax .to the ***ACSA representative*** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.

7 The ***ACSA representative*** informs the ***Contractor's representative*** of the result of the evaluation, by responding via e-mail / fax.

8 Note: If the response is not adequate, the ***Contractor's representative*** must resubmit a solution.

9 Upon completion of the corrective action and verification thereof, the ***Contractor's representative*** then informs the ***ACSA representative*** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.

10 The ***ACSA representative's*** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.

11 The ***ACSA representative*** returns the concluding results to the ***Contractor's representative*** via e-mail / fax.

12 If the original situation still exists, and the NCR cannot be closed out, the ***ACSA representative*** or relevant personnel raises a new NCR, and the same procedure as above is repeated.

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13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.

14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

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

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

**ANNEXURE H**

1. ORTIA- SITE DRAWINGS FOR RUNWAY AND TAXIWAY LIGHTING