



# **AIRPORTS COMPANY SOUTH AFRICA**

**TENDER NO.: COR7998/2025**

**TERM SERVICE CONTRACT FOR THE PROVISION  
OF FRICTION TESTING SERVICES AT ALL ACSA  
AIRPORTS FOR 3 YEARS TERM CONTRACT**

**CONTRACT**

**VOLUME 1**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

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

**PROJECT NUMBER: COR7998/2025**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Airports Company South Africa (CORP)**

(Registration Number: 1993/004149/30)

and \_\_\_\_\_

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

for **Term service contract for the provision of friction testing services at Airports Company South Africa) for a period of 3 years.**

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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 provision of Friction Testing Services at Airports Company South Africa for a 3-year term contract**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

R..... (in figures)

.....

..... (in words).

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

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

Signature(s)

Name(s)

Capacity

**For the Bidder:**

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

Date

Name & signature of witness

.....

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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**

Western Precinct, Aviation Park  
O. R. Tambo International Airport  
1 Jones Road  
Kempton Park  
1632

Name &  
signature of  
witness

Date



**Part C1.2a Contract Data**

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

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

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	A: Priced contract with Activity Schedule W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task order Z: Additional conditions  of contract of the NEC3 Term Service Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT No 4930138393
	Address	Western Precinct, Aviation Park O. R. Tambo International Airport 1 Jones Road Kempton Park 1632 Gauteng South Africa
	Telephone	011 723 1400
	E-mail address	TBC upon award
10.1	The <i>Service Manager</i> is	TBC upon award
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	<b>O.R. Tambo International Airport (ORTIA), Cape Town International Airport (CTIA), King Shaka International Airport (KSIA) &amp; Regional Airports (Kimberley, Upington, Bram Fischer, George, King Phalo, Chief Dawid Stuurman)</b>
11.2(13)	The <i>Service</i> is	Friction testing services at all airports listed in the <i>Affected Property</i> as set out in Part C3 Service Information.

11.2(14)	The following matters will be included in the Risk Register:	<ul style="list-style-type: none"> <li>• Access to Site</li> <li>• Statutory approvals and ACSA approvals</li> <li>• Site Constraints and Constructability</li> <li>• Notification of Claims</li> <li>• Financial and Procurement</li> </ul>
11.2(15)	The <i>Service Information</i> is in	Part C3 'Scope of Works' section of this contract
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	7(seven) calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>on signing of contract by the Employer.</b>
30.1	The <i>service period</i> is	<b>3 years from starting date as per 30.1</b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the conditions of contract</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Every 4 weeks, on the 15 <sup>th</sup> day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and Insurance</b>	
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data, section C1.4.
83.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which are 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
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data..
<b>10</b>	<b>Data for Main Option clause</b>	
<b>A</b>	<b>Priced contract with Price List</b>	<b>as detailed in Part C2</b>
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices at intervals of	4 weeks
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary option.</b>
<b>X17</b>	<b>Low Service Damages</b>	
X17.1	The <i>service level table</i> is in	Refer to Annexure D of the <i>Service Information</i>
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Refer to Insurance Schedule

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred 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.</p> <p>The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the <i>Employer's</i> property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the <i>Contractor's</i> risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
<b>X19</b>	<b>Task Order</b>	<b>No data is required for this secondary option.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 – Z20</b>
<b>Amendments to the Core Clauses</b>		
<b>Z1</b>	<b>Interpretation of the law</b>	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z2</b>	<b>Disallowed Cost</b>	
<b>Z2.1</b>	<b>Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")</b> ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)	
<b>Z2.2</b>	<b>Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows</b>	
<b>Z2.2.1</b>	"Disallowed Cost is cost which the Service Manager decides	
<b>Z2.2.1.1</b>	is not justified by the <i>Contractor's</i> accounts and records,	
<b>Z2.2.1.2</b>	should not have been paid to a Subcontractor or supplier in accordance with his contract or	
<b>Z2.2.1.3</b>	was incurred only because the <i>Contractor</i> did not	

<b>Z2.2.1.3.1</b>	follow an acceptance or procurement procedure stated in the Service Information
<b>Z2.2.1.3.2</b>	comply with a procedure set out in his quality plan or
<b>Z2.2.1.3.3</b>	give an early warning which this contract required him to give; and the cost of
<b>Z2.2.1.4</b>	correcting Defects after Completion;
<b>Z2.2.1.5</b>	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;
<b>Z2.2.1.6</b>	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
<b>Z2.2.1.7</b>	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
<b>Z2.2.1.8</b>	correcting Defects which the <i>Contractor</i> has previously corrected;
<b>Z2.2.1.9</b>	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
<b>Z2.2.1.10</b>	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
<b>Z2.2.1.11</b>	preparation for and conduct of an adjudication or proceedings of the tribunal."
<b>Z4</b>	<b>Extending the defects date:</b>
<b>Z4.1</b>	<b>Providing the Service: Delete core clause 20.1 and replace with the following:</b>
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose.
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b> "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
	<b>Amendment to the Secondary Option Clauses</b>
<b>Z7</b>	<b>Limitation of liability:</b>
<b>Z7.1</b>	<b>Insert the following new clause as Option X18.6:</b> The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	<b>Additional Z Clauses</b>
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liabilities</b>

<b>Z9.1</b>	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	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;
<b>Z10.1.2</b>	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
<b>Z10.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z10.3</b>	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
<b>Z11</b>	<b>Confidentiality</b>
<b>Z11.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z11.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
<b>Z11.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
<b>Z11.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);

<b>Z11.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
<b>Z11.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z12</b>	<b><i>Employer's Step-in rights</i></b>
<b>Z12.1</b>	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
<b>Z12.2</b>	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Project Manager</i> to achieve this end.
<b>Z13</b>	<b>Liens and Encumbrances</b>
<b>Z13.1</b>	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
<b>Z14</b>	<b>Intellectual Property</b>
<b>Z14.1</b>	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.
<b>Z14.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
<b>Z14.3</b>	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
<b>Z14.4</b>	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
<b>Z14.5</b>	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:
<b>Z14.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
<b>Z14.5.2</b>	the use of the <i>Contractor's</i> Equipment, or
<b>Z14.5.3</b>	the proper use of the Works.
<b>Z14.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

<b>Z16</b>	<b>Dispute resolution:</b>			
<b>Z16.1</b>	<b>Appointment of the Adjudicator</b>			
	<p>An <i>Adjudicator</i> is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>	Panel of Adjudicators		
		Name	Location	Contact details (phone & e mail)
		Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
		Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
<b>Z16.2</b>	<b>Appointment of the Arbitrator</b>			
	<p>An <i>Arbitrator</i> is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of Arbitrators below</p>	Panel of Arbitrators		
		Name	Location	Contact details (phone & e mail)
		Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
		Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
<b>Z17</b>	<b>Notification of a compensation event</b>			
<b>Z17.1</b>	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."			
<b>Z18</b>	<b>BBBEE Certificate</b>			

<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
<b>Z19</b>	<b>Communication</b>
<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
<b>Z19.2</b>	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
<b>Z20</b>	<b>Delegation</b>
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
<b>Z20.1</b>	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
<b>Z21</b>	<b>Health, safety and the environment</b>
<b>Z21.1</b>	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure A.
<b>Z21.2</b>	Without limitation, the <i>Contractor</i> :
<b>Z21.2.1</b>	accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“ <b>the Construction Regulations</b> ”) for the Site;
<b>Z21.2.2</b>	undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
<b>Z21.3</b>	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.

<b>PART C1.2b CONTRACT DATA</b>		
<b>Part two – data provided by the contractor</b>		
<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Runways of all ACSA-owned airports in the Republic of South Africa
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name: Job Title for this Project: Responsibility: Qualifications: Experience:	<b>PROJECT/SITE MANGER</b>
	Name: Job Title for this Project: Responsibility: Qualifications: Experience:	<b>EQUIPMENT TECHNICIAN</b>

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT**

**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 (ACSA) 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:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA "ACSA"</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  <b>Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632</b>  <b>P O Box 75480, Gardenview, Gauteng, South Africa, 2047</b>

**Hereinafter referred to as "Client"**

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

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

**MANDATARY'S MAIN SCOPE OF WORK**

**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 ACSA;
- 1.3 "Parties" means ACSA 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 ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;  
"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

#### **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. 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.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. 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.
8. 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**

The Mandatory undertakes to comply with:

### **2. REPORTING**

The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory 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 will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 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.

#### **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 will 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.

## **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.

## **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 will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 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

## **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 provide 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 sub-contractor 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.

#### **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 Mandatory 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 Mandatory 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 Mandatory shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

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

## **21. PLANT, MACHINERY AND EQUIPMENT**

21.1 The Mandatory 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 Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatory 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 Mandatory 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 will be safe and without risks to health and safety when properly used.

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

22.1 The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory 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.

## **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 Mandatary 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 immovable 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 will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the 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.
3. 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.

**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**  
(Warrant his authority to sign)

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

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• 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.</li> <li>• 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.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:                         <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> </ul>

	<ul style="list-style-type: none"> <li>Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	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.
<b>Training &amp; Awareness</b>	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, landowners and/or members of the public may institute against the Contractor.

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

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

### **C1.4 Insurance Schedule**

For OPEX projects and non-construction CAPEX projects on the landside (including inside the terminal building):

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

- 3.2 Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).
- 3.3 Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

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

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

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

Please note that where the project covers both landside and airside, only the airside clause will apply.

## PART C2: PRICING DATA

### C2.1. Pricing Assumptions: Option A

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The Contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.

14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**

**PART C2: PRICING DATA**

**C2.1 THE PRICE LIST**

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20 where Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

The cost of the following must be included in the pricing for all work performed. It will be payable per visit and shall include direct costs incurred:

- Fees obtaining all personal permits,
- vehicle permits and
- branding (including safety induction, AVOP, etc) and
- vehicle transponders/ squitters required to gain access to airside or manoeuvring area.
- Costs incurred for compliance to all prescribed Environmental and Occupational Health & Safety Regulations as required in the execution of the works.
- Cost for the Calibration of the CFME by independent service provider and issuance of all applicable certificates
- Costs should include all transport, travel and accommodation fees
- And any other and all costs associated with the scope of work
- No further amounts will be awarded (prices are final)

The pricing schedule to be completed in full with all amounts exclusive of VAT and in the spaces provided in the tables below:

**Price List Part A – Friction Testing**

<b>Airport</b>	<b>Runway</b>	<b>Rate per friction testing (a)</b>	<b>Qty per year<sup>1</sup> (b)</b>	<b>Subtotal-year 1 (a * b)</b>
ORTIA	03L / 21R	R	8	R
	03R / 21L	R	28	R
CTIA	01 / 19	R	15	R
	16 / 34	R	3	R
KSIA	06 / 24	R	10	R
BFIA	02 / 20	R	2	R
	12 / 30	R	2	R
George	11 / 29	R	2	R

<sup>1</sup> ICAO Airport Services Manual – Part 2: Pavement Surface Conditions (Doc 9137 Part 2) is to be used for determination of the frequency and timing of friction measurements by employing a self – wetting CFME device. The frequency of tests may vary depending on one or more of the following considerations:

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

King Phalo	06 / 24	R	2	R
	11 / 29	R	2	R
Kimberly	02 / 20	R	2	R
	10 / 28	R	2	R
Upington	17 / 35	R	2	R
	01 / 19	R	2	R
	08 / 26	R	2	R
Chief Dawid Stuurman	08 / 26	R	2	R
	17 / 35	R	2	R
<b>SUB-TOTAL 1 – FRICTION TESTING</b>				<b>R</b>

**Total of the Prices**

Below is the guide that must be used in estimating the contract value. This amount must be reported as the contract value in the corresponding schedules. The pricing will escalate at 6% on the anniversary of the contract.

Tenderers are reminded that the 3-year grand total is for illustrative purposes only and that the *Employer* will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above:

TOTAL YEAR 1 = Total Friction Testing Year 1 (sub-total 1)	R
TOTAL YEAR 2 = TOTAL YEAR 1 * 1.06 (Escalation on Year 1)	R
TOTAL YEAR 3 = TOTAL YEAR 2 * 1.06 (Escalation on Year 2)	R
<b>GRAND TOTAL FOR 3 YEARS Excluding VAT</b>	<b>R</b>
<b>VAT (15%)</b>	<b>R</b>
<b>GRAND TOTAL FOR 3 YEARS Including VAT (TO BE INSERTED IN FORM OF OFFER)</b>	<b>R</b>

**Part C3: Service Information**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	
C3	Service Information	49
C4	Site Information	13
	Total number of pages	62

### C3.1: DESCRIPTION OF THE SERVICE

#### C3.1.1 EMPLOYER'S OBJECTIVES

The *Contractor* will be responsible for friction testing on the runways at all airports owned and operated by the *Employer* in the Republic of South Africa, namely those listed in the Affected Property. The specifications and requirements in this document comprise the description of the Service.

The nature of the contract is as follows:

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

#### C3.1.2 OVERVIEW OF THE SERVICE

The skid-resistance of a runway surface pavement deteriorates due to several factors, the primary ones being mechanical wear and polishing action from aircraft tyres rolling or breaking on the pavement, and the accumulation of contaminants (such as rubber deposits, jet fuel, oil spillage, moss, algae, water, snow, ice, and slush) on the pavement surface. The extent to which these factors affect the deterioration of the runway surface is directly dependent upon the volume and weight of aircraft traffic. Other influences on the rate of deterioration are local weather conditions, the type of pavement, the materials used in original construction, any subsequent surface treatment and airport maintenance practices. Structural pavement failure such as rutting, cracking, joint failure, settling, or other indicators of distressed pavement can also contribute to runway friction losses. It is important that runway inspections be conducted to note any changes in surface condition so that the appropriate and timely remedial action can be undertaken.

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

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

**C3.1.4 Location of the service**

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

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

**C3.1.5 Staff Compliments**

- The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the service. The Contractor will ensure that the staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of the staff taking sick leave, paid leave and will allow for all staff related eventualities.
- The 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 friction testing 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.
- The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff are always immediately reachable via cell phone.
- All work, including work times shall be performed as per the employer’s requirements. Any equipment breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift.

### C3.2 NATURE OF SERVICE

#### 3.2.1 ICAO Requirement

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

#### 3.2.2 Technique for Runway Surface Friction Measurements

Note: CFME = continuous friction measuring equipment

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

Test Equipment	Test Tyre (Type/Pressure KPa)		Test speed km/hr	Test water depth (mm)	Design objective for new surface (DONS)	Maintenance planning level (MPL)	Minimum friction level (MFL)
Mu-meter trailer	A	70	65	1.00	0.72	0.52	0.42
	A	70	95	1.00	0.66	0.38	0.26
Skiddometer Trailer	B	210	65	1.00	0.82	0.60	0.50
	B	210	95	1.00	0.74	0.47	0.34
Surface Friction Tester Vehicle	B	210	65	1.00	0.82	0.60	0.50
	B	210	95	1.00	0.74	0.47	0.34
Runway Friction Tester Vehicle	B	210	65	1.00	0.82	0.60	0.50
	B	210	95	1.00	0.74	0.54	0.41
TATRA Friction Tester Vehicle	B	210	65	1.00	0.76	0.57	0.48
	B	210	95	1.00	0.67	0.52	0.42
RUNAR Trailer	B	210	65	1.00	0.69	0.52	0.45
	B	210	95	1.00	0.63	0.42	0.32
Grip tester Trailer	C	140	65	1.00	0.74	0.53	0.43
	C	140	95	1.00	0.64	0.36	0.24

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

- The friction characteristics of a runway varies over time as the runway is subject to tyre abrasive forces, rubber build up and to the effects of climate and other environmental conditions. Aerodrome operators should monitor the results of assessments and should vary the interval between

assessments depending on the results. If historical data indicates that the surface is deteriorating relatively quickly, more frequent monitoring may be required in order to ensure that maintenance is arranged before the friction characteristics deteriorate to an unacceptable level.

- The friction characteristics of a runway can also alter significantly following maintenance activities, even if the activity was not intended to affect the friction characteristics. Therefore, a runway surface friction assessment should be conducted following any significant maintenance activity conducted on the runway and before the runway is returned to service. Runway surface friction assessments should also be conducted following pilot reports of perceived poor braking action, if there are visible signs of runway surface loss of macrotexture, or for any other relevant reason.

### 3.2.3 Method of work for friction testing

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

### 3.2.4 Equipment Used

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

- Identify areas of deteriorating surface friction before conditions become dangerous
- Help set maintenance priorities
- Perform safety checks on winter runways
- Must be recognised by ICAO and the South African Civil Aviation Authority
- Low cost, reliable, robust, easy to maintain
- Repeatability and reproducibility of results
- Pavement profile must not affect the accuracy of readings
- Braked wheel, fixed slip design with the horizontal and vertical components of friction continuously monitored
- Equipped with a self-watering system that provides a specified water depth in front of the friction measuring tyres.
- Rapid and simple data acquisition using a standard PC: colour output using a standard printer
- Can be towed (if not built-in) up to 130km/hr or used in pushing mode
- Extremely stable calibration: checking and adjustment of calibration quick and easy to perform
- Measuring tyres manufactured and tested in accordance with an American Society for Testing and Materials (ASTM) standard
- Compliance with ICAO Annex 14 – Volume I: Aerodrome Design and Operations for all airport operators
- Rugged and reliable
- Compact: easy to handle and transport
- The system must have the capability to produce results in severe winter conditions.
- Results must be easy to view and file. They must be automatically archived to a PC, where the Contractor uses a software capable of identifying and showing trends to establish the need for remedial/predictive maintenance work.
- Friction tests are to be carried out at 65km/hr and 95km/hr

**NOTE:**

- Professional training in operating and maintaining friction measurement devices is essential for reliable data.
- All friction measuring devices must be periodically calibrated by an independent service provider (not the Contractor) to ensure compliance with manufacturer tolerances. A valid calibration certificate must be available upon the Employer's request.
- For devices with a self-watering system, calibration must also verify that water flow and depth remain consistent and evenly applied across the speed range, in line with manufacturer specifications.

**3.2.5 The equipment must have the following features:**

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

**Note:**

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

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

- Better scheduling of maintenance work for airports, roads, flight decks and pedestrian areas
- Improved safety for road and air travellers

- Compliance with ICAO regulations for all airport operators
- The equipment must provide reliable data to plan corrective maintenance

### 3.2.7 Technical Specifications for friction measuring devices

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

### 3.3.6 Procedures for Runway Surface Friction Assessment

#### - **Equipment Checks**

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

#### - **Operators and Training Competency**

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

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

#### - **Assessment Conditions**

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

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

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

#### - **Assessment Procedure**

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

##### ➤ **Check Runs**

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

➤ **Standard Runs**

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

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

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

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

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

### **3.2.8 Records Keeping**

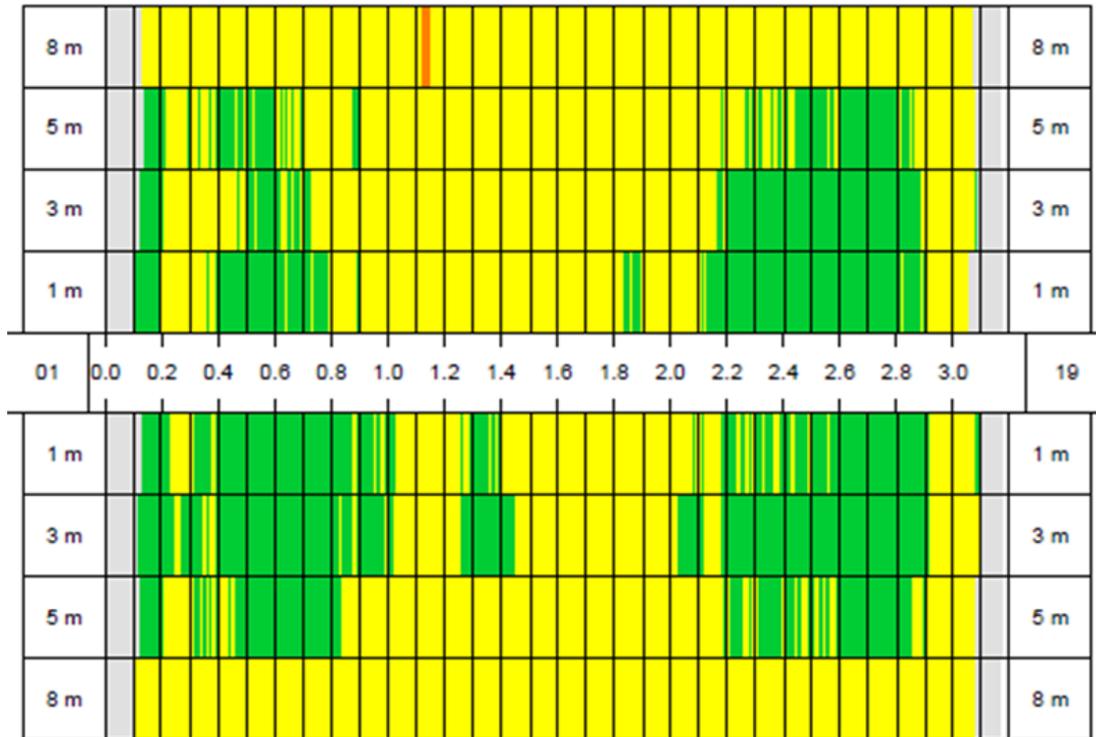
Records should be kept of all runway surface friction assessments. The report must be in any format and also in editable version. The following items should be recorded for each assessment, and made available upon request to the CAA and ACSA:

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

The Contractor shall keep all records (in digital, readable and printable format) and allow access to these records by a duly authorized representative of the Employer for a period no less than 5 years from the end date of the service period.

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

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



### 3.5.9 Constraints on vehicles and equipment used on airside

The Contractor is to note and ensure compliance to the requirements for vehicles and equipment to be used on the airside (service roads, aprons, taxiways, runways, etc.):

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

#### Usage

These procedures apply to all vehicles and equipment operating on the airside of a site.

#### Operational Vehicles and Equipment

- In instances where in the required documentary evidence of the vehicles age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
  - Light commercial passenger vehicles (up to 12 passengers) – maximum age 8 years.
  - Heavy commercial passenger vehicles (up to 23 passengers) – maximum age 8 years.

- Light commercial load vehicles (Gross Vehicle Mass not exceeding 3500 kg) – maximum age 8 years.
- Heavy commercial load vehicles (Gross Vehicle Mass exceeding 3500 kg) – maximum age 11 years.
- Non-motorised equipment – maximum age 11 years.
- Specialised motorised equipment – age 15 years and
- Specialised vehicles – age 15 years

**Note:** The lifespan of specialised motorised equipment and specialised vehicles, can be extended beyond fifteen (15) years (up until a maximum of 20 years), provided that:

- A condition assessment for ACSA-owned vehicles will be conducted as per the asset.
- Service providers/contractors will be required to provide a condition assessment from the OEM/OEM-approved supplier, which shall include as a minimum:
  - ✓ Asset criticality – Is this asset critical to maintaining operations?
  - ✓ Physical state of the asset – How much longer can the asset continue to operate?
  - ✓ Safety – Is the asset safe for use in its current and future physical state?
  - ✓ Regulatory and Compliance Standards – Will the asset continue to comply with all applicable standards?
  - ✓ Lifecycle Phase – Is the asset new or due for replacement?
  - ✓ Performance – Is the asset able to meet its performance standards as per its design?
- The equipment / vehicle has been maintained in accordance with the OEM requirements.
- The equipment / vehicle has all critical spares available either locally or with OEM and can be supported for the duration of its useful life.
- The equipment / vehicle is in a serviceable condition.

#### **Strobe Light**

- A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
- The amber strobe light shall be visible from all angles.
- The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.

In the event that Aviation Safety Officer/Airfield Services representative /ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within 1 hour of notification. This violation shall not be taken into consideration for the confiscation of a Security Permit, but written warning penalty shall be issued for noncompliance.

- Exceptions to the amber coloured strobe light:
  - a. SAPS: Blue strobe lights.
  - b. Emergency Services: Red strobe lights and
  - c. ARFFS: Red strobe light.
- The following guidelines are recommended for the placement of a strobe light:
  - a. Forklifts: mounted on overhead steel structure.
  - b. High Loader: mounted on overhead steel structure close to the driver's seating.
  - c. Catering vehicles: mounted on roof.
  - d. Ground Power Unit: mounted on the structure itself.
  - e. Air Start Systems (trucks): mounted on roof.
  - f. Conveyors: mounted on structure/roof of driver's cabin.
  - g. Tugs: mounted on the roof structure.
  - h. Passenger Aid Unit: mounted on roof.
  - i. Mobile steps: mounted on driver's area.
  - j. Cherry picker: mounted on the roof of truck.
  - k. Busses: mounted on roof.
  - l. Battery car: mounted on an erected steel frame and
  - m. Vehicles/Light delivery vehicles / microbus: mounted on roof.

### **Signage**

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

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

### **Inspection of dolly's, trolleys, trailers and baggage wagons**

These procedures apply to all vehicles and equipment operating airside of a site.

- Identification markings:
  - a. All dollies, trolleys, trailers and baggage wagons shall be numbered by the Airside Service Provider so that it is clearly identified.
  - b. A register shall be kept by the Airside Service Provider and can be inspected at any time for any reason by a designated person.
  - c. The register shall indicate the identification that has been allocated to each piece of equipment.
- Low Intensity Amber Strobe Light
  - a. Low intensity amber strobe light required power source and is replaced by reflectors and yellow reflective marking strips on dollies, trolleys and trailers.
- Marking Strips
  - a. It is required in terms of Regulation 192A of the road traffic and Road Transportation Legislation that rear and side marking strips are required on all trailers, irrespective of weight or age.
  - b. A continuous reflective strip shall be required to identify at least 80% of the length and width of the trailer which includes motor vehicles and equipment.
  - c. The strips shall comply with SANS 2014, permanently marked with and E above which shall be a letter C denoting contour marking.
  - d. The round reflectors shall be in accordance with Regulation 192 of the National Road Traffic Act, which refers specially to the colour and area to be fitted.
  - e. The regulation states that reflectors shall be fitted to reflect:
    - ✓ White colour reflectors to the front.
    - ✓ Red colour reflectors to the rear; and
    - ✓ Yellow colour reflectors to the side which includes motor vehicles.
- Fleet Maintenance Programme
  - a. In order to ensure that vehicles and equipment are serviceable, all Airside operators shall have a fleet maintenance program in place to ensure that maintenance activities are carried out in accordance with the Original Equipment Manufacturer (OEM) requirements for all vehicles, equipment, dollies, trolleys and trailer and baggage wagons.

The organisation has the right to audit the Airside operators fleet maintenance program and the fleet Maintenance records.

### **3.2.9 Frequency of Runway Friction Testing**

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

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

A5-6		<i>Airport Services Manual</i>	
<b>Table A5-3. Friction maintenance programme schedule                      based on level of turbo-jet aeroplane operations                      for each runway end — Chart C</b>			
Daily turbo-jet aeroplane landings for runway end [H]	Annual aeroplane mass for runway end (million kg) [K]	Minimum friction survey frequency [M]	Minimum rubber removal frequency [N]
less than 15	less than 447	once per year	once every 2 years
16 to 30	448 to 838	once every 6 months	once every year
31 to 90	839 to 2 404	once every 3 months	once every 6 months
91 to 150	2 405 to 3 969	once every month	once every 4 months
151 to 210	3 970 to 5 535	once every 2 weeks	once every 3 months
greater than 210	greater than 5 535	once every week	once every 2 months

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

**3.2.10 The frequencies *could* be adjusted depending upon:**

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

**3.2.11 Permits<sup>2</sup>**

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

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

<sup>2</sup> Prices are representative, illustrative for the purposes of tender and subject to change. Contractor to confirm pricing upon application of permits. The Employer will not be held liable in any way for the costs of personnel or vehicle permitting or parking costs as these will be inclusive

### 3.2.12 Standing Time

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

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

### 3.2.13 Site Establishment

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

## C3.3 CONTRACT MANAGEMENT

### C3.3.1 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
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Risk register and compensation events	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor and airport representatives of the Service Manager</i>
Overall contract progress and feedback	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor and airport representatives of the Service Manager</i>

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

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

**C3.3.2 Duties of Contractor**

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

- The Contractor shall deliver all services within the service levels stipulated in this maintenance contract or where Bided for better service levels at the service level stipulated in the Bid submission.
- Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.
- The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
- Notifying the employer’s representative/ Service Manager of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
- Payment of penalties defined in this contract within one month from receiving the notification of a penalty, failure to pay penalties will give the employer the right to deduct the penalty from the next invoice payment.
- The Contractor may with approval of the Service Manager sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.
- The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation, or statutory authorities. All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or

in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.

- The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.
- No existing sites will be replaced, refurbished or be declared redundant without the specific or written consent of the Employer. Replaced or redundant equipment remains the property of the Employer and shall be delivered to the Employer and a receipt must be obtained. A copy of all such receipts must accompany the Contractor's invoice for the relevant additional services.
- The award of this service contract implies no benefit to the Contractor other than those set out in the Contract document.
- The Employer reserves to himself the right to dispose of any scheduled items of equipment or to purchase and install new equipment. The Contractor will not be entitled to preferential consideration in respect of such new work.
- Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CIA). It is the Contractor's responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

### **C3.3.3 Health and safety risk management**

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

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

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

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

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

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

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

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

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

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

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

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

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

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

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

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

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

Environmental constraints and management

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

### **C3.4 Personnel**

A schedule of key personnel to this Contract will be provided to the Contract Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level.

For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

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

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

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

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

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

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

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

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

**C3.5 Subcontracting**

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

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

### **C3.6 Quality assurance requirements**

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

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

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

### **General**

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

### **Quality Plan**

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

### **Quality Control Plans**

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

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

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

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

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

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

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

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

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

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

### **C3.7 Training workshops and technology transfer**

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

### **C3.8 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to the following Address,

Airports Company South Africa SOC Ltd

Specific Airport

and include on each invoice the following information:

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

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4930138393;

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

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

Quote purchase order number as a reference

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

Invoices should be submitted via email to [Invoices.Acsa@airports.co.za](mailto:Invoices.Acsa@airports.co.za)

### **C3.9 Provision of bonds and guarantees.**

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

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

## **Methods and procedures**

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

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

### **C3.3.12 Service Level Agreements**

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

### **C3.3.13 Closure Duration**

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

## **C3.4 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)**

### **C3.4.1 Applicable Standard Specifications**

National Water Act 36 of 1998

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

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

### **C3.4.2 Applicable National and International Standards**

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

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

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

**C.3.5 ANNEXURES TO THE SCOPE OF WORK**

Annexures issued by the *Employer*.

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

<b>Annexure</b>	<b>Revision</b>	<b>Title</b>
<b>Annexure A</b>	<b>1</b>	<b>Occupational Health and Safety Agreement</b>
<b>Annexure B</b>	<b>1</b>	<b>OHS Specification Minor Works</b>
<b>Annexure C</b>	<b>1</b>	<b>Environmental Terms and Condition</b>
<b>Annexure D</b>	<b>1</b>	<b>Service Level Agreements (Performance Targets)</b>

**ANNEXURE A:  
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa SOC Limited</b>

**Hereinafter referred to as "Client"**

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

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

**MANDATORY'S MAIN SCOPE OF WORK**

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

9. 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.
10. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
11. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
12. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

13. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
14. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
15. 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.
16. This Agreement shall be binding for all work the Mandatary undertakes for the client.
17. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatary undertakes to comply with:

### INSURANCE

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

### COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

- B. 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.
- C. 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.
- D. 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.
- E. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- F. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
- G. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
- H. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

- I. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
- J. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
- K. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
- L. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
- M. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
- N. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
- O. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

**FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
SERVICES FOR FRICTION TESTING AT ALL AIRPORTS

CONTRACT NUMBER COR7998/2025

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

**DATE**

## ANNEXURE B

### OHS Specification Minor Works

#### 1. Registration with Workman's Compensation or Federated Employers Mutual Association

Contractors shall ensure that the Company is provided with a valid letter of good standing including a registration number with the Compensation for Occupational Injury and Diseases Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund at least ten (10) days prior commencement of construction work. It shall remain the Principal contractor's responsibility to furnish the Company with a valid letter of good standing or keep a copy available for perusal by a Client, client representatives or any other person authorised thereto.

#### 2. Mandatory Agreement

A duly signed mandatory form also referred to as 37.2 shall be obtained from Safety Department. It shall then be signed & submitted back to the Company by the Principal Contractor at least 10 days prior to commencement of construction work. A Principal Contractor shall ensure that all its sub-contractors have completed a similar document, and a proof of such signed documents is submitted to the Company for reference purposes. No Principal Contractor shall appoint a contractor to conduct construction work unless she/he is reasonably satisfied that the contractor s/he intends to appoint has the necessary competencies and resources to perform the construction work safely.

#### 3. Letters of appointment

A written letter of appointment shall be forwarded to the Company duly signed by responsible persons at least 3 days prior commencement of construction work for the following duties: **(Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)**

- Person assigned duties in terms of the 16.2 appointees of the Act
- Risk Assessor CR9(1)
- Fire Equipment Inspector CR29(h) - *where applicable*
- First Aider GSR3(4) - *where applicable*
- Stacking Supervisor (CR28(a)) (GSR2(a))
- Ladder Supervisor and Inspector (GSR13(a) - *where applicable*
- Supervisor of Machinery (GMR1) - *where applicable*
- Safety Representatives (OHS Act Sec.17 - *where applicable*
- Hazardous Chemical Substances Controller/Coordinator HCSR10 - *where applicable*
- Incident Investigator (GAR9(2))

#### 4. Health and Safety Plan

A contractor shall provide the Company with a Health and Safety Plan document that shall include but not limited to the following during tendering process, before commencement of construction work and during construction:

##### 4.1 Contractor's Health & Safety Policy

A Contractor shall provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines contractor's commitment towards health and safety.

##### 4.2 Health and Safety Organogram

A Contractor shall provide a health & safety organogram which outlines the 16.1 appointee, 16.2 appointee, team leaders, work supervisor, assistant work supervisor, safety representatives, safety committee members and other related appointments in terms of the OHS Act. The contact numbers shall also be provided for ease of reference.

#### 4.3 Risk assessment

A risk assessment shall be conducted by a competent person and is to include:

4.3.1 Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related risks

4.3.2 Hazard analysis and evaluation of the identified risks and hazards.

4.3.3 A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified.

4.3.4 A monitoring and review plan of risks and hazards

4.3.5 Relevant personal protective equipment or clothing to be provided which is SABS approved; and

4.3.6 The contractor shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

#### 4.4 Health and Safety Representatives

A contractor shall ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person. A proof of training certificate shall be provided to the Company prior commencement of construction work.

Health and Safety Representatives shall conduct regular inspections by completing a mutually acceptable form of checklist developed by the contractor. Safety defects noted shall be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings shall be made available to the Company for reference and audits purposes.

Health and Safety Representatives and their reports shall form part of the safety committee which shall meet on a regular basis as stated by the contractor.

#### 4.5 Health and Safety Committee

A contractor shall hold health and safety meetings on site. Minutes of such meetings and action taken by management shall be kept on file and made available to the Company for reference purposes. Members of the committee shall receive proper training, and a proof of such training shall be made available.

The contractor shall ensure that the Company Safety Department is invited to such meetings. These meetings do not substitute for Contractor's Site meetings.

### 5. Health and Safety Training

#### 5.1 Environmental Health and Safety Induction

The contractor shall conduct an induction training session prior commencement of construction work. An attendance register shall be kept in the contractor's health and safety file.

For any construction work to be conducted on the airside an airside Safety Induction training shall be attended by all persons entering who are to enter Airside and a course fee determined by the Company shall be paid by the Contractor. A security permit to access airside shall be issued on production of proof of attendance.

#### 5.2 Induction Conducted by a Contractor and Competent Person

A contractor shall make sure that their personnel and persons visiting the site undergo an induction conducted by a competent person prior commencement of construction work. Every employee on site shall be in a possession of proof of the health and safety induction training.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

A manual /copy of such training shall be provided to the Company for reference purposes.

As determined by the risk assessment, a contractor shall ensure that all employees under his/her control are trained by a competent person, and a proof of such training is kept on file for reference.

#### 5.3 Toolbox Talks

A Contractor shall ensure that employees attend a formal Toolbox conducted at least on a weekly basis. Toolbox Talks shall cover a wide variety of topics related to health and safety. An attendance register shall be completed by employees who attended such Talks. The register shall indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks shall be kept in a health and safety file and be made available to the Company for perusal.

#### 5.4 First Aid Training

A contractor shall appoint competent First Aider(s) in writing where more than 10 employers are employed. A letter of appointment shall be kept on file for reference made available to the Company Safety. Duly designated First Aider(s) shall undergo for training conducted by an accredited institution prior commencement of construction work and a proof of certificate be submitted to the Company for reference.

The Contractor shall ensure that the first aid box(es) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box shall be accessible and location of such boxes) is clearly displayed on site.

#### 5.5 Fire Prevention and Protection

A contractor shall ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, vessels under pressure, confined spaces, hot work etc). A contractor shall ensure that such equipment is inspected by a competent person on a regular basis and such inspections are recorded on a register. A contractor shall ensure that all fire equipment is serviceable, and person(s) have been properly trained on how to use the equipment. A proof of such training shall be provided prior commencement of construction work.

#### 5.6 Emergency Preparedness

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

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

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

#### 5.7 Incident or Accident Reporting and Investigation

A Contractor shall ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Work Supervisor for further investigation and remedial action. A Contractor shall ensure that all section 24 incidents/accidents and incidents other than employees are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days. If construction work shall be finished within three (3) days after occurrence, an investigation shall be conducted before such construction work is ceased. Proof of such records shall be submitted to the Company immediately or within 24 hours.

#### 5.8 Personal Protective Clothing/Equipment

A contractor shall ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the contractor prior commencement of construction work. A contractor shall ensure that SABS approved personal protective equipment, or clothing is provided to personnel. The contractor shall ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. A contractor shall ensure that PPE or Clothing is kept in good working order. A contractor shall clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. The Company shall remove any person from construction site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises

### 6. General Administrative Health & Safety Requirements

#### 6.1 Roof Work

A contractor shall ensure that all necessary health and safety precautions stated in the General Safety Regulations and Construction Regulations are taken into consideration when conducting any roof work. A contractor shall ensure that no person(s) is /are permitted to work on roof during inclement weather conditions.

#### 6.2 Structure

A contractor shall provide the Company with necessary precautionary safety measures to be taken as stipulated in Construction Regulation 9 to obviate any uncontrolled collapse of new structure or existing structure or any part thereof which may become unstable or is in temporary state of weakness or instability due to carrying out of construction work.

#### 6.3 Designer

The Designer shall conduct regular inspections to ensure that a contractor is erecting a structure according to the designs and records of inspections shall be kept on site for reference. The frequency of inspections shall be determined by the nature of construction.

A designer can stop any contractor from executing any construction work which is not in accordance with the relevant design. A certificate of commissioning shall be issued by the designer after completion of structure.

#### 6.4 Scaffolding Erection/Dismantling

A contractor shall ensure that scaffolding is erected and dismantled under the supervision of a competent person. A letter of appointment of the scaffold erector and inspector and their proof of competency shall be provided prior commencement of work. A contractor shall ensure that all safety standards stipulated in Construction Regulation 2014 are adhered to.

A proof of weekly inspections and inspection conducted after inclement weather shall be kept on file for reference.

#### 6.5 Excavation Work

A contractor shall ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment shall be provided to the Company Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.5m deep shall be provided to the Company prior commencement of work. A contractor shall ensure that no person works in an excavation which is not adequately braced or shored.

A contractor shall ensure that every excavation including bracing and shoring is inspected daily prior each shift starts, and such records are kept on site for reference.

A contractor shall ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. A contractor shall ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to the Company prior commencement.

A contractor shall ensure that safe and convenient means of access is provided to every excavation when required. Such access shall not be further than 6m from the point where any worker within the excavation is working.

A contractor shall communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

#### 6.6 Demolition Work

A contractor shall ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to Safety. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 14 of OHS Act 85/1993.

A contractor shall ensure that safety precautionary measures stipulated in Asbestos Regulations is adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Contractor.

#### 6.7 Explosive Power Tools

A contractor shall ensure that no person uses explosive power tools unless they have been properly trained, tools are properly guarded and inspected daily before use by a competent person who has been appointed in writing. A proof of such appointment and competency is kept on file for reference. A contractor shall ensure that warning signs are conspicuously displayed when explosive power tools are in use. A contractor shall ensure that all safety precautions are adhered to as stipulated in the Explosive Regulations and Construction Regulations 21.

#### 6.8 Portable Electrical Tools and Electrical Installation

A contractor shall ensure that all portable electrical tools are properly maintained, inspected before use by a competent person who is appointed in writing to perform such duties.

A contractor shall ensure that the electrical power tools are provided with earth leakage protection and are of double insulated type.

A contractor shall ensure that portable electrical tools are numbered and identified and entered onto a register. Regular inspections shall be recorded onto a register and kept on site.

A contractor shall ensure that prior notice is given to the Company Electrical Engineer of any work involving electrical isolation. A lock-out certificate shall be issued to the relevant Contractor. A contractor shall ensure that a lock-out procedure is adhered to by his/her employees whenever required. A contractor shall ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times.

#### 6.9 Lifting Equipment, Tackle, Material Hoist and Cranes

A contractor shall ensure that all lifting equipment and tackle is inspected before use, and a monthly register is completed by a competent person. Proof of such inspections shall be recorded and kept on file for reference. A contractor shall ensure that a safe working load is conspicuously

displayed on lifting equipment and tackle, and service certificate is provided prior commencement of work. A contractor shall ensure operators are properly trained on how to operate the above-mentioned equipment and a proof of competency is provided prior commencement of work.

A Contractor shall provide information on procedures to be followed in the case of:

- Malfunctioning of equipment; and
- Discovery of a suspected defect in the equipment

A contractor shall ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to above equipment are adhered to at all times.

#### 6.10 Ladders

A contractor shall ensure that all ladders are numbered, inspected before use and weekly inspections are recorded in a register. A contractor shall ensure that a competent person who carries the above inspections is appointed in writing.

#### 6.11 Storage of Flammable Liquids

A contractor shall ensure that a competent person is designated in writing to control the storage and usage of Hazardous Chemical Substances (HCS). A letter of appointment shall be provided prior commencement of construction work.

A contractor shall ensure that material safety data sheets (MSDS) of chemical substances brought on site are kept on site and such documents have been communicated to the chemical substance users and First Aiders.

A contractor shall ensure that safety measures stated in Hazardous Chemical Substances Regulations, General Safety Regulation, Construction Regulation and Community Safety Fire By-law are applied at all times.

#### 6.12 Pressure Equipment

A contractor shall ensure that pressure equipment is identified, numbered and entered in a register. A contractor shall ensure that inspections are carried out, and test of certificates are available and kept on file as per the Regulations.

#### 6.13 Employees Exposed to Excessive Noise

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A)) have undergone a baseline audiometric test prior commencement of employment work and SABS approved ear protection is provided and worn at all times. Where staff work in noise zones, they are to undergo annual audiograms if exposed to noise between 85 dBA and 105dBA. In areas where the noise exceeds 105 dBA then bi-annual audiograms are required to be conducted for a period of three (3) years until it can be proved that the employees' hearing is not being compromised.

#### 6.14 Stacking and Storage

A contractor shall ensure a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment shall be provided prior commencement of construction work. A contractor shall ensure that stacking is conducted under supervision and good housekeeping is maintained at all times

#### 6.15 Ablutions/Changing/Eating Facility

A contractor shall ensure that sufficient shower, sanitary, changing facilities for each sex and sheltered eating area(s) are provided for the employees. The above facilities shall be kept in a clean, hygiene, safe condition and in good state of repair.

#### 6.16 Housekeeping on Sites

A contractor shall ensure that good housekeeping is maintained and enforced at all times. A contractor shall ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

#### 6.17 Public Safety and Security

A contractor shall ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorised Entry", "Visitors to report to office", "helmet and safety shoes" etc.

Health and safety signage shall be well maintained throughout the project. This shall entail cleaning, inspection and replacement of missing or damaged signage.

A contractor shall ensure that nets, canopies, fans etc are provided to protect the public passing or entering the site. A contractor shall ensure that Security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

#### 6.18 Night Work

A contractor shall ensure that necessary arrangements have been made with the Company before conducting any night work. A contractor shall ensure that there is adequate lighting for any work conducted at night and failure to do so shall result in work being stopped.

#### 6.19 Hot Work

A contractor shall ensure that Fire & Rescue Department is notified of any hot work to be conducted during construction work. A hot work permit accompanied with a gas free certificate shall be issued to the relevant contractor by Fire & Rescue Department when satisfied that the area is safe and that the Contractor understands the procedure. A contractor shall ensure that a hot work procedure is adhered to at all time by his/her employees.

#### 6.20 Construction Vehicles

A contractor shall ensure that all construction vehicles are maintained in a good working order, regular inspections are conducted, and such records are kept on site. A contractor shall ensure that construction vehicle(s) is/are operated by only certified competent and authorised persons. A contractor shall ensure that s/he complies with the safety measures stipulated in Construction Regulation 2014 and National Road Transport Regulations, 2000.

#### 6.21 Hired Plant and Machinery

A contractor shall ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. A contractor shall ensure that such plant or machinery complies with the requirements of the Occupational Health & Safety Act. A contractor shall ensure that hired operators receive induction prior commencement of work. A contractor shall ensure that hired operators have proof of competency. A Contractor shall provide information on procedures to be followed in the case of:

- Malfunctioning of equipment; and
- Discovery of a suspected defect in the equipment

#### 6.22 Road Work

A contractor shall ensure that work conducted on the public road all necessary caution signage, cones, flag man etc are provided as stipulated in the Road Traffic Ordinance is adhered to. The caution signage to be conspicuously displayed to warn the drivers of any construction work ahead shall be provided at least at 75 m away from the cones; flag man; actual construction work etc.

### 7. General Administrative Health & Safety Requirements

#### 7.1 Intoxication

A contractor shall ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs. A contractor shall encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person shall be allowed to enter the site and work if the side effects of such medication constitute a threat to the health or safety of the person concerned or others at such workplace. No dangerous or firearms allowed on site.

#### 7.2 First Aid and First Aid Training

A Contractor shall ensure that there is a first aid box where there are more than five (5) employees employed. Where there are more than ten (10) staff members then a trained first aider is required to be appointed in writing. A letter of appointment shall be kept on file for reference made available to Company Safety. Duly designated First Aider(s) shall have attended training at an accredited institution prior commencement of work and a proof of certificate be submitted to the Company for reference. The Contractor shall ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and

risks identified. A first aid box(s) shall be accessible, and location of such box(s) is clearly displayed on site.

## **8. Occupational Health Medical Services**

A contractor shall ensure that when a hazard identification and risk assessment (HIRA) is conducted occupational health hazards are clearly identified and health & hygiene measures are clearly outlined to ensure compliance. A contractor shall ensure that where certificate of fitness is required it is provided to the Company Safety prior commencement of work.

In case of medical and/or fire emergency contact Aerodrome Rescue and Fire Fighting Services.

## **9. Internal/External Audits**

A contractor shall conduct monthly safety, health and environment audits and such records shall be kept on site. A contractor shall ensure that corrective measures are taken to ensure compliance.

The Company shall conduct regular audits and defects noted shall be reported to the relevant contractor for remedial action. Inspections shall be conducted by the Company and non-conformances noted shall be recorded and provided to the relevant contractor for remedial action. The Company shall stop any contractor from executing any work which is not in accordance with the health and safety plan.

A contractor shall ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

## **10. Penalties**

Penalties shall be imposed by the Company on Contractors who are found to be infringing these specifications, legislation and safety plans. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the Company accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings the Council, authorities and landowners.

Penalties shall be between two hundred rand (R200) and twenty thousand rand (R20 000), depending upon the severity of the infringement. The decision on how much to impose shall be made by the Company SHE Representative and shall be final. In addition to the penalties, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

The preliminary list below outlines typical infringements against which the Company may raise penalties; however, this list shall not be construed as final:

- Failure to keep a copy of OHSACT on site.
- Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.
- Working on site without attending Safety Induction Training.
- Failure to conduct Safety Induction for personnel and visitors on site.

- Failure to issue and wear Personal Protective Clothing and Equipment.
- Failure to fully stock first aid box in accordance to the risks identified.
- Failure to disclose or report first aid cases and /or minor/major/fatalities as prescribed by the OHSACT.
- Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.
- Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.
- Failure to conduct audits and inspections as required by legislation.
- Keeping un-serviced fire equipment on site.
- Failure to make use of ablution facilities.
- Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.
- Failure to close out previously raised non-conformances.
- Failure to make and update legislative appointments.
- Failure to adhere to the OHS Act of 1993 and its regulations.

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_ company)  
agree to the above conditions and acknowledge the Company's right to impose penalties shall 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)

**ANNEXURE C:**

**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• 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.</li> <li>• 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.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:                         <ol style="list-style-type: none"> <li>6. The name of the contracting waste company</li> <li>7. Waste disposal site used</li> <li>8. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>9. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>10. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	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.
<b>Training &amp; Awareness</b>	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, landowners and/or members of the public may institute against the Contractor.

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

**ANNEXURE D**

**Performance Targets**

**Work Completion Times**

Work commencement

- Work must be commenced with at the time determined by the *Service Manager* considering operational requirements of the airport.

Work Completion

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

Quality

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

Work Guarantee Period

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

Existing services protection

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

Housekeeping

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

**Low service damages table**

COMPLIANCE ITEM	STANDARD/REQUIREMENTS	METHOD OF MEASUREMENT	TARGET	DAMAGES
OHS Compliance Uniforms and staff personal protective equipment	No repeat Audit findings from Safety Department or Service Manager. Working safely and following the OHS Plan of the Contractor Use of correct Personal Protective Equipment	No incidents related to non-use of PPE  Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager	100% compliance	First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.

			<p>Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in works and replacement of employee.</p> <p>- If the same offender commits the same offense more than 3 times within 6 months, from the first incident, the Contractor must remove the offender permanently from site</p>
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<p>Airport permits</p>	<p>Airport permits must always be displayed by the staff.</p>	<p>Random inspections by ACSA staff member</p>	<p>100 % compliance</p>	<p>First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.</p> <p>Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee.</p> <p>- If the same offender commits the same offense more than 3 times within 6 months, from the first incident, the Contractor must remove the offender</p>
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				permanently from site
Housekeeping	Housekeeping during and after work- cleaning up after work is done.	Inspection by ACSA Surface maintenance staff	100 % compliance	Contractor pays R10 000 for grass, debris, papers or any other FOD not removed and is notified to clean up immediately. 10% of R10 000 is charged on the contractor on top of the initial R10 000 for every hour passing without contractor reporting to site and cleaning up
Interaction with the employer	Attend monthly meetings  Personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	Complete attendance register  Minutes of the Meeting  Person attended same as the person on the Delegation of Authority, who is named as the Contractor Service Manager	100% compliance	Contractor pays R5000 per scheduled meeting not attended.  Maximum 3 meetings missed risk reduction meeting is held and early warning is issued. Corrective action is agreed and monitored.  4th meeting missed

		representing the Contractor, as per NEC clause 10.2		after risk reduction held and corrective action agreed, the Contractor is charged R10 000
Response Times	Contractor must report on site for inspection within 2 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.	From written communication to the time contractor reports on Site with ACSA Service Manager	100% compliance	For all late Responses, R 5 000 per occurrence, and R1500 per hour thereafter on top of the initial R 5 000  A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all late responses  Following the early warnings and the late response continues more than 50% of the time, based on issued task orders, Contract will be terminated
Work Completion	Work must be completed within agreed time frame for asset handover back to operations	Site Inspection of work done to the required quality, in the agreed time.  Facility handed over for operations	100% compliance	R 10 000 per occurrence, and R1500 per hour thereafter on top of the initial R10 000. Any work on core critical assets such as runways and taxiways resulting in

		<p>Site inspection, handover records with fire and rescue</p>		<p>closure of these assets thus rendering them unusable/unavailable must be completed on agreed time failing which 60% of the total work order value will be deducted.</p> <p>A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all work not completed on time</p> <p>Following the early warnings and delays in work completion continues more than 30% of the time, based on issued task orders, Contract will be terminated</p>
<p>Quality</p>	<ul style="list-style-type: none"> <li>Materials must meet specifications requirements as outlined in COLTO/SABS standards</li> <li>Equipment must meet specifications requirements as outlined in COLTO/SABS standards</li> </ul>	<p>Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time.</p> <p>Contractor to submit the quality assurance documentation to ACSA.</p>	<p>100% compliance</p>	<p>First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA.</p> <p>Second incident - Risk reduction meeting to be held and concerns</p>

	<ul style="list-style-type: none"> <li>• Tolerances must meet specifications requirements as outlined in COLTO/SABS standards</li> <li>• Sub-standard work must be corrected by the contractor at own cost</li> </ul>			<p>minuted. hold back payment until the works have been rectified and accepted by ACSA. Deduct 20% from invoice.</p> <p>Third incident - Termination</p>
Guarantees	Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply.	Failure experienced during the agreed guarantee period after the work is done	100% compliance	<p>First incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost.</p> <p>Second incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost. contractor to credit ACSA 20% of invoice already paid.</p> <p>If works continuously fails with guarantee period more than 30% of time based on issued task orders, Contract Termination</p>

<p>Existing Services Protection</p>	<p>Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services and take necessary precautions if unclear.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.</p>	<p>Inspection by ACSA Representative</p>	<p>100% compliance</p>	<p>Risk reduction meeting to be held and concerns recorded. Early Warning issued.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at their cost.</p> <p>The cost of business impact to be passed onto the Contractor.</p> <p>If the damaged existing services are not repaired and the cost incurred by the business is not settled, the service manager may hold the payment of invoices</p>
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**PART C4: SITE INFORMATION**

**C4.1 O.R. TAMBO INTERNATIONAL AIRPORT**

O.R. Tambo International Airport is situated in the East of Johannesburg in Kempton Park, Ekurhuleni, Gauteng, South Africa, near the city of Johannesburg, 23 km north-west of the city Centre and 46 km south of Pretoria city Centre. O.R. Tambo entails of Airside pavements as follows:

Runways
<b>TWO RUNWAYS</b>
1. 03L = 4.4Km Long, 58m Wide
2. 03R = 3.4 Km Long, 58m Wide

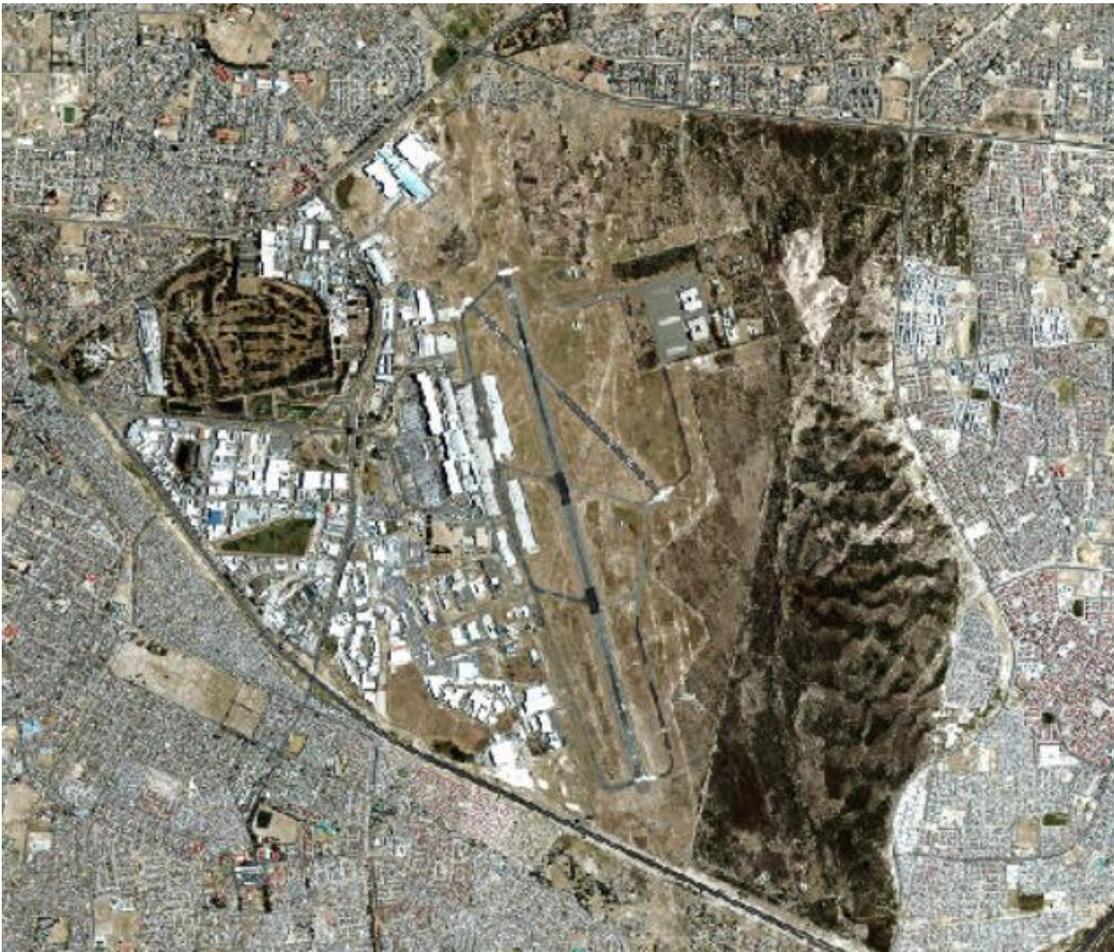


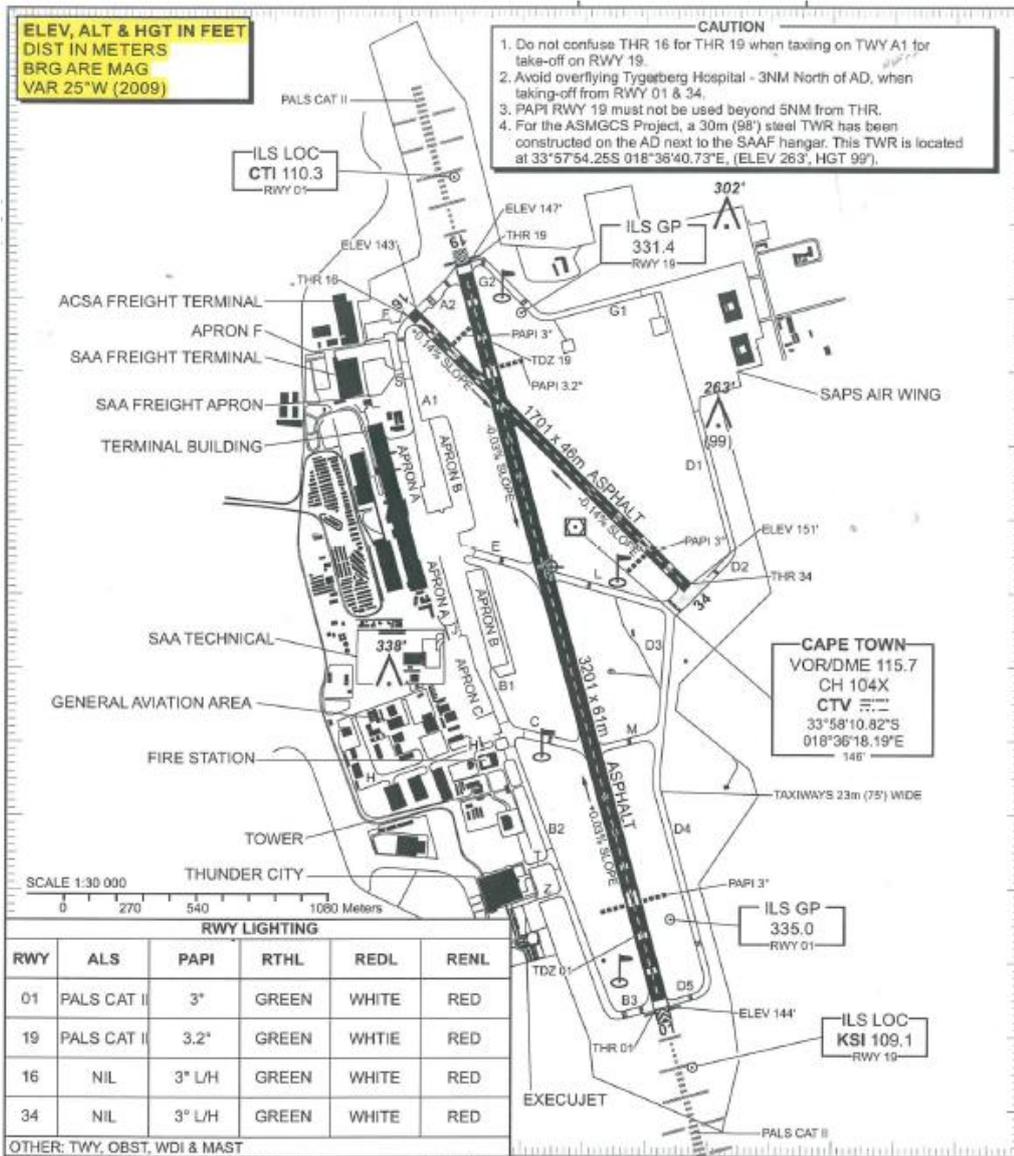
AIRPORTS COMPANY  
SOUTH AFRICA

## C4.2 CAPE TOWN INTERNATIONAL AIRPORT

Cape Town International Airport is situated in the Southeast of Cape Town CBD, Western Cape, South Africa, approximately 20 km east of the City Centre. Cape Town International Airport is situated adjacent to the N2 highway. The aerial photo below shows Cape Town International Airport:

Runways
<b>TWO RUNWAYS</b>
1. 01/19 = 3.2Km Long, 61m Wide
2. 16/34 = 1.7Km Long, 46m Wide

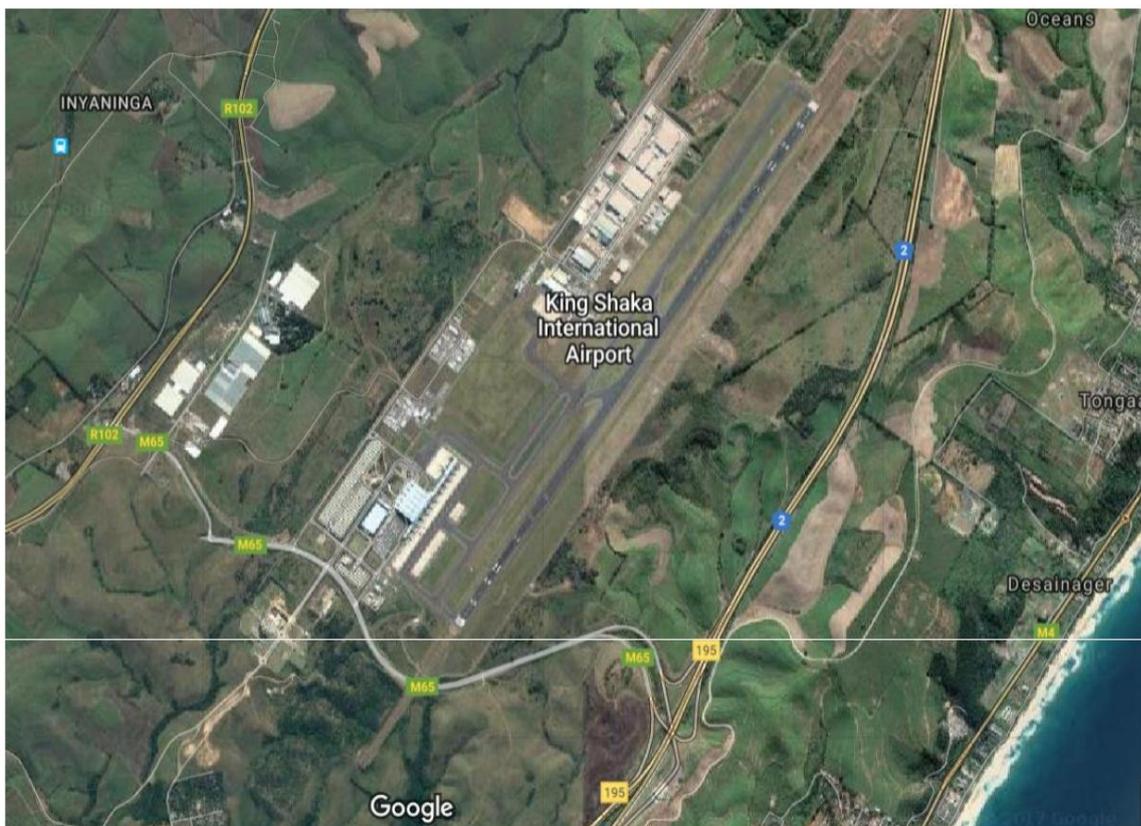




### C4.3 KING SHAKA INTERNATIONAL AIRPORT

King Shaka International Airport abbreviated **KSIA**, situated about 35km north of the Durban City Centre (Kwa-Zulu Natal). King Shaka International Airport opened its doors to the general public on 1 May 2010, a month before the beginning of the 2010 FIFA World Cup which was hosted in South Africa. King Shaka International Airport replaced the existing Durban International Airport that was decommissioned upon the opening of the new airport. The GPS Co-ordinates for the terminal building are: 29.36'52"S 31.06'59"E / 29.61444S 31.11639E. The figure below shows the location of KSIA.

Runways
<b>ONE RUNWAY</b>
1. 06 / 24 = 3.7 km Long, 60m Wide

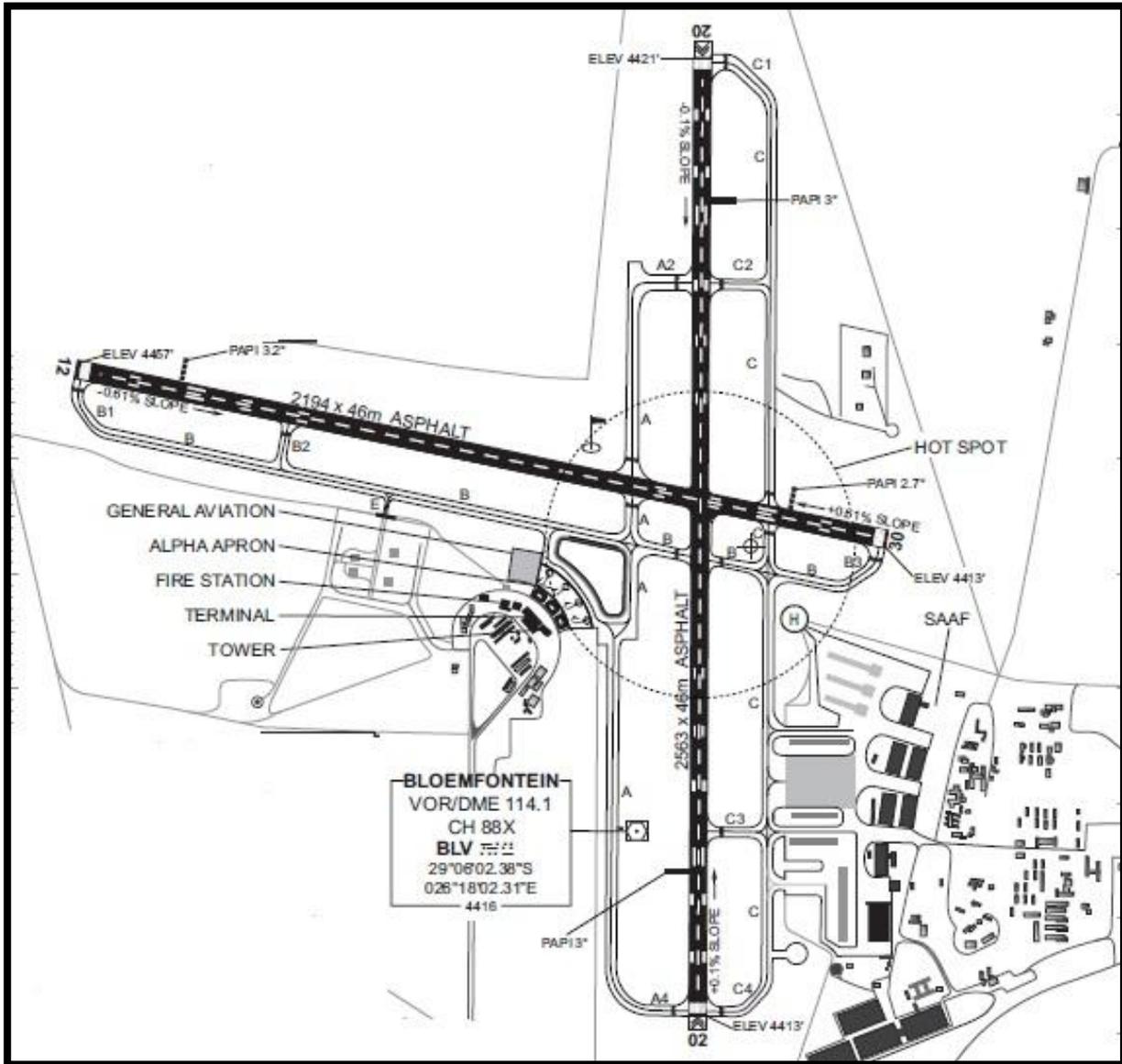


## C4.4 REGIONAL AIRPORTS

### C4.4.1 BRAM FISCHER INTERNATIONAL AIRPORT (IN BLOEMFONTEIN)

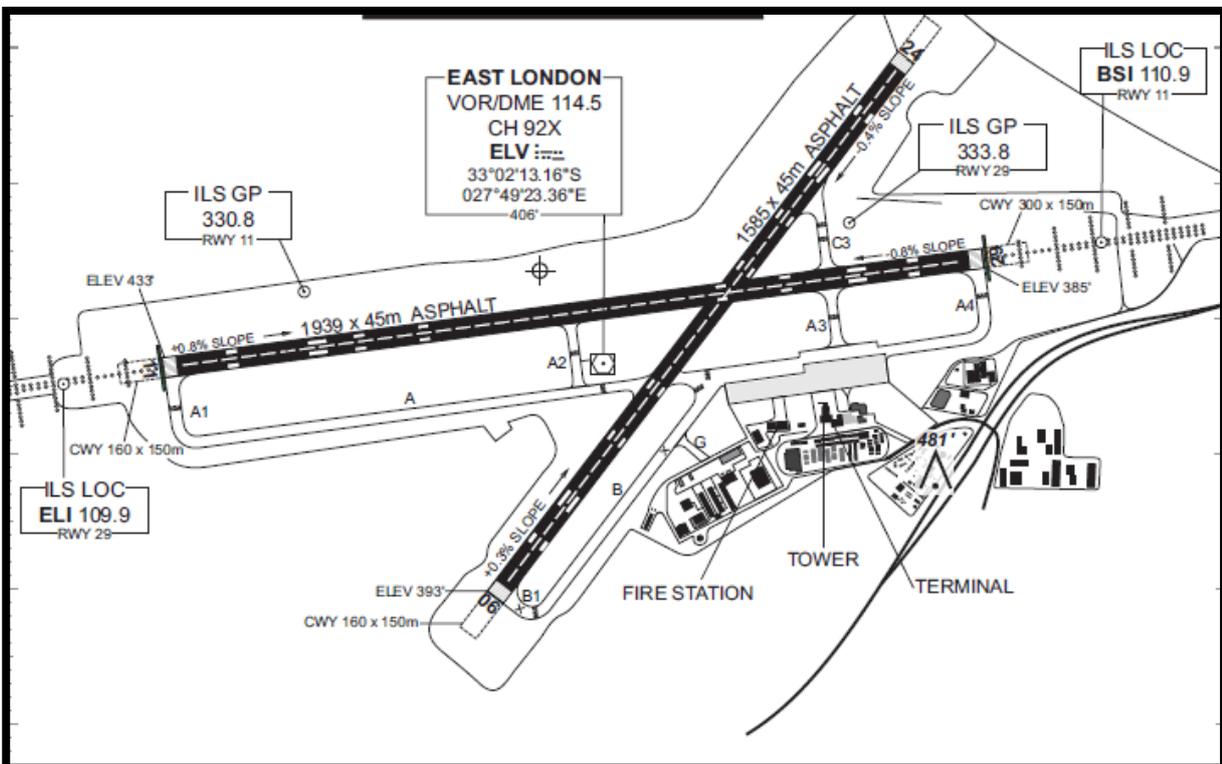
The locality map and the aeronautical chart of the Bram Fischer International Airport can be seen below. The airport is located outside Bloemfontein.





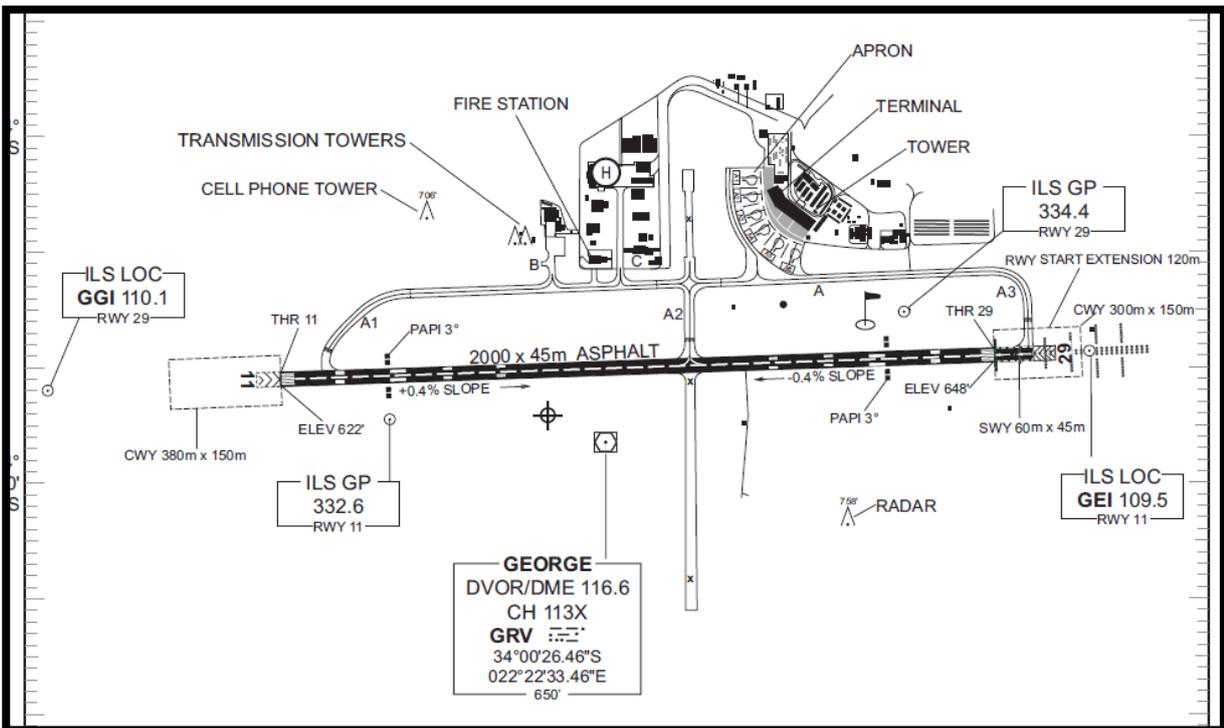
### C4.4.2 KING PHALO AIRPORT (IN EAST LONDON)

The locality map and the aeronautical chart of East London Airport can be seen below. The airport is located outside East London.



**C4.4.3 GEORGE AIRPORT**

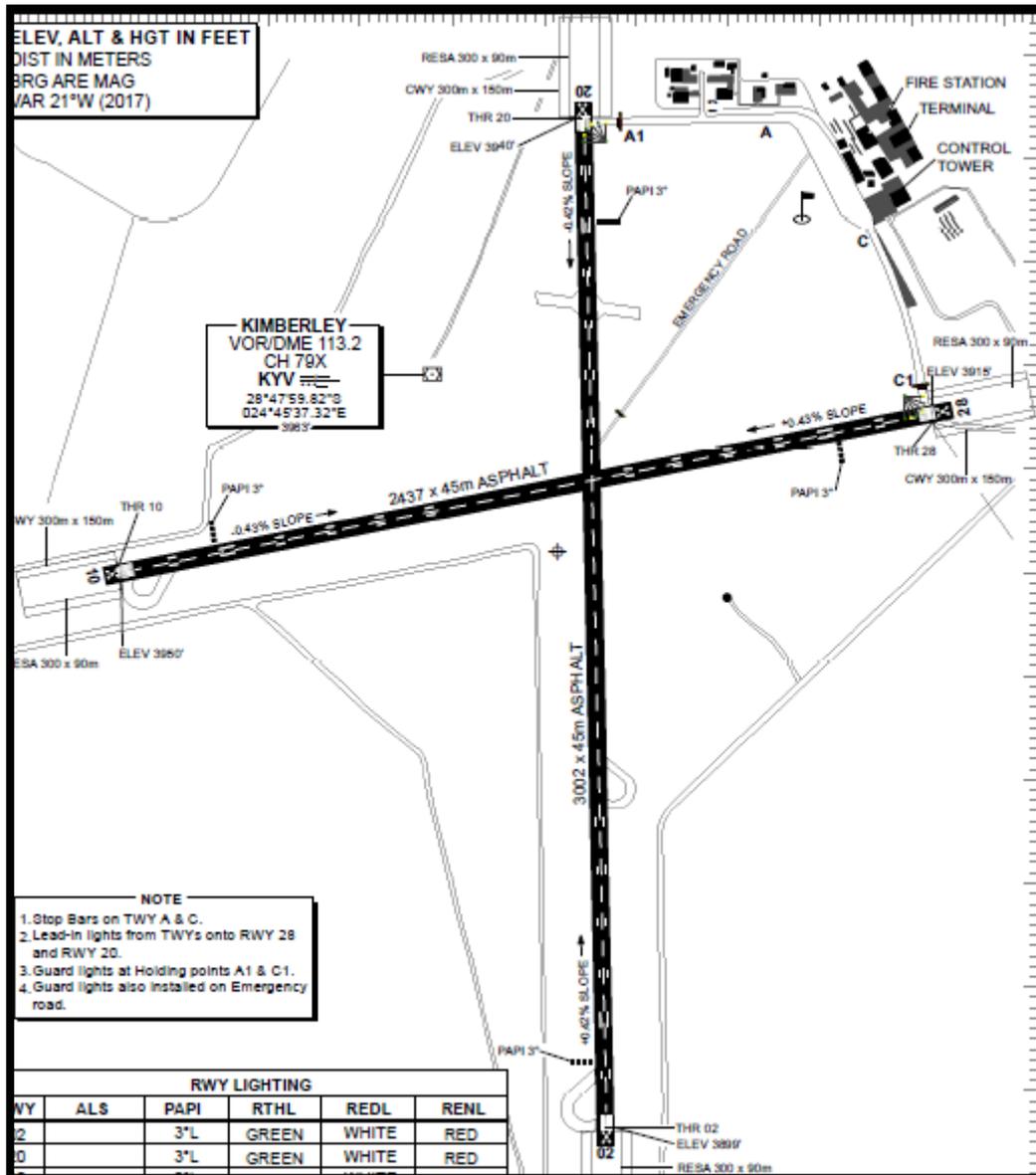
The locality map and the aeronautical chart of George Airport can be seen below. The airport is located outside George.



**C4.4.4 KIMBERLEY AIRPORT**

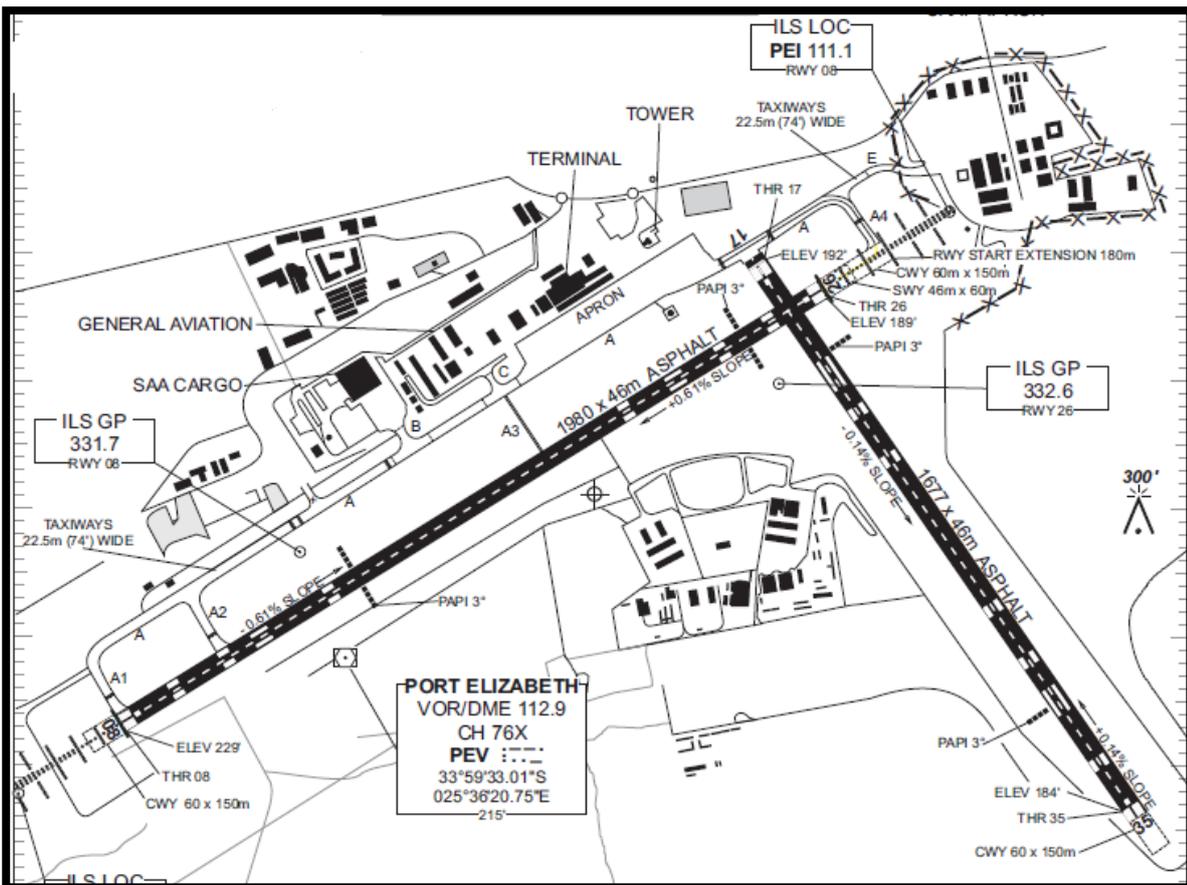
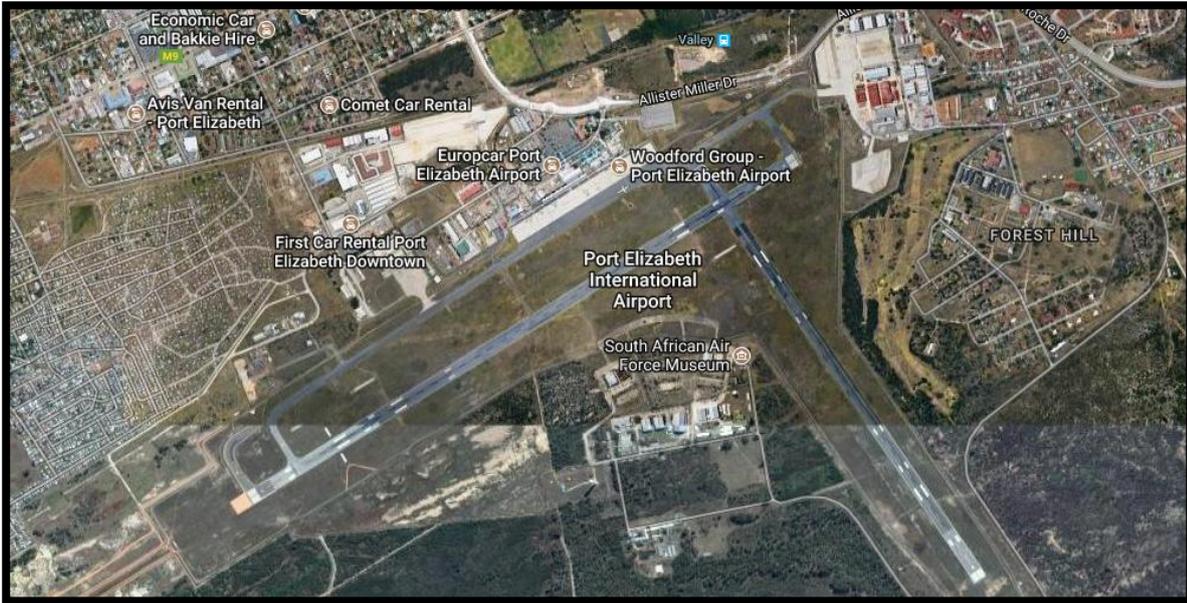
The locality map and the aeronautical chart of Kimberley Airport can be seen below. The airport is located outside Kimberley.





### C4.4.5 CHIEF DAVID STUURMAN INTERNATIONAL AIRPORT (IN PORT ELIZABETH)

The locality map and the aeronautical chart of the Port Elizabeth International Airport can be seen below.



#### C4.4.6 UPINGTON INTERNATIONAL AIRPORT

The locality map and the aeronautical chart of the Upington International Airport can be seen below. The airport is located outside Upington.



