



CAPE TOWN INTERNATIONAL AIRPORT(CTIA)

TENDER NO.: CIA 6773/2021/RFP

**TERM SERVICE CONTRACT FOR THE MAINTENANCE
OF AIRSIDE & LANDSIDE PAVEMENTS AND
APPURTENANT WORKS AT CAPE TOWN
INTERNATIONAL AIRPORT: 3 YEAR TERM CONTRACT**

CONTRACT

VOLUME 2



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Term service contract for the Maintenance of Airside & Landside Pavements and Appurtenant works at CTIA 3-year term contract

PROJECT NUMBER: CIA6773/2021/RFP

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **Term service contract for the Maintenance of Airside & Landside Pavements and Appurtenant works at CTIA : 3 year term contract**

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

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: Maintenance of Airside & Landside Pavements and Appurtenant works at CTIA : 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: Service Information
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Airports Company South Africa SOC Limited,
3rd Floor ACSA, Southern Office Block
Cape Town International Airport
7525

Name &
signature of
witness

Date



Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	A: Priced contract with Activity Schedule W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X1: Price Adjustment X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task order Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013
10.1	The <i>Employer</i> is (Name) Address	Airports Company South Africa SOC Limited, applicable at Cape Town International Airport 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
10.1	The <i>Service Manager</i> is Address	Sabelo Buthelezi Airports Company South Africa SOC Limited, applicable at Cape Town International Airport 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
	Telephone	021 937 1200
	E-mail address	Sabelo.buthelezi@airports.co.za
11.2	The <i>works</i> are	Maintenance of Airside & Landside pavements and appurtenant works at CTIA : 3-year term contract as fully detailed in the Scope of Work Part C3.



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



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83.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	Termination	Should the contractor not comply with the requirements of the service performance targets in Core Clause 20 to 27, the employer is entitled to terminate the works.
Data for Main Option clause		
A	Priced contract with Price list	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X1	Price Adjustment	



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X1.1	Defined term X1	<p>a) The Base Date Index (B) is the latest available index before the base date.</p> <p>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.</p> <p>(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by $(L - B)/B$ for the index linked to it.</p>
X1.2	Price Adjustment Factor	X1.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated, and a correction included in the next assessment of the amount due.
X 1.3	Compensation events	<ul style="list-style-type: none"> • Defined Cost current at the time of assessing the compensation event adjusted to base date by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due and • Defined Cost at base date levels for amounts calculated from rates and prices in the Price List.
X1.4	Price Adjustment Option A	<p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> • the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment, • the amount for price adjustment included in the previous amount due and, • correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.
X17	Low Service Damages:	
	Low service damages of the <i>services</i> are	Annexure C
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Refer to C1.4 insurance schedule



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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	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
		<p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X19	Task Order	
X19.1	Identified and Defined terms	<p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p>
X19.2	Providing the service	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used,
X 19.3		<p>The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion.</p> <p>The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events</p>
X19.4	Time	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	Task Order Programme	The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.



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Z	The <i>Additional conditions of contract</i> are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Disallowed Cost	
Z2.1	Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee") ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)	
Z2.2	Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows	
Z2.2.1	"Disallowed Cost is cost which the Service Manager decides	
Z2.2.1.1	is not justified by the <i>Contractor's</i> accounts and records,	
Z2.2.1.2	should not have been paid to a Subcontractor or supplier in accordance with his contract or	
Z2.2.1.3	was incurred only because the <i>Contractor</i> did not	
Z2.2.1.3.1	follow an acceptance or procurement procedure stated in the Service Information	
Z2.2.1.3.2	comply with a procedure set out in his quality plan or	
Z2.2.1.3.3	give an early warning which this contract required him to give; and the cost of	
Z2.2.1.4	correcting Defects after Completion;	
Z2.2.1.5	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;	
Z2.2.1.6	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;	
Z2.2.1.7	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;	
Z2.2.1.8	correcting Defects which the <i>Contractor</i> has previously corrected;	
Z2.2.1.9	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;	
Z2.2.1.10	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and	
Z2.2.1.11	preparation for and conduct of an adjudication or proceedings of the tribunal."	
Z4	Extending the defects date:	
Z4.1	Providing the Service: Delete core clause 20.1 and replace with the following:	
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose.	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".	
	Amendment to the Secondary Option Clauses	



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Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –



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- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z13 **Liens and Encumbrances**

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

Z14 **Intellectual Property**

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.



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- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

- Z17.1** Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."

Z18 BBEE Certificate

- Z18.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.



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

**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	All Cape Town International Airport Precinct
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job Title for this Project:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job Title for this Project:	Contract Manager
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job Title for this Project:	Supervisor/Technician
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job Title for this Project:	Safety Officer
	Responsibility:	
	Qualifications:	
	Experience:	



PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2 :

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

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

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



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

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

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

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

Insurance Affected by the Contractor.

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.



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- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) be effected with Insurers and on terms approved by the Employer.
 - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been effected.
 - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

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



Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	[•]
C2.2	Pricing Instructions	[•]
C2.3	The price list	[•]

C2.1. Pricing Assumptions: Option A

Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Quantity of 1 is not the actual quantity of product/service required by this contract but intended to obtain rate for each item. Quantities will vary according to service requirements in the course of this contract.

C2.1.1 Identified and Defined terms

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11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

C2.2. Pricing Instructions

C2.2.1 Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities, 1998 edition as amended in the Scope of Works.



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C2.2.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

C2.2.3 For the purpose of the Price list, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities, 1998 edition or in the project specific specifications .

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.



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- Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
- Provisional Sum: is **an allowance**, usually estimated by client, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price
- Prime Cost Sum: is **an allowance, usually calculated** for the supply of work or materials to be provided by a contractor
- C2.2.4 Unless otherwise stated, items are measured net in accordance measurements agreed with the service manager, and no allowance is made for waste.
- C2.2.5 It will be assumed that prices included in the price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)
- C2.2.6 The prices and rates in the Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Service Information, 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. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.2.7 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.
- C2.2.8 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.
- C2.2.8 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.
- C2.2.9 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.
- C2.2.10 No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
- C2.2.11 No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.



- C2.2.12 Variations in the scope and extent of the service shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price list, 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 Price list shall be agreed and priced as non-scheduled items.
- C2.2.13 All provisional sums and contingency amounts shall be expended as directed by the Employer and any balance remaining shall be deducted from the contract sum.
- C2.2.7 All items described as "provisional" shall be measured as executed and paid for according to prices in the Price list 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 Service Manager.
- C2.2.14 No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
- C2.2.15 The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
- C2.2.16 Where the Service information requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.2.17 An item against which no price is entered will be considered to be covered by the other prices or rates in the Price list. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.2.18 The quantities set out in the Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.2.19 The short descriptions of the items of payment given in the Pricing list are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service information.
- C2.2.20 The item numbers appearing in the Pricing list refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities, 1998 edition.
- C2.2.21 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price list

C2.3. The price list

*This amount should be carried over to the form of offer Part C1. The total tendered amount shall not be fixed, and it is subject to fluctuation as a result of CPI inflation, foreign, exchange rate variation, etc.



The BOQ electronic document is attached separately.

Note: The completed BOQ document should be attached to this section when submitting the tender.



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PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Works Information</i>	
C3.2	Contract Management	
C3.3	Maintenance Specifications: Particular (Project Specifications	
C3.4	Annexures To the Scope Of Work	
	Total number of pages	



C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

In brief, the contractor shall be responsible for maintenance of airside and landside pavements and paint markings at Cape Town International Airport **as and when required**.

The objective is to maintain the serviceability of the infrastructure at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The nature of the contract is as follows:

- i. The Service Manager's expectation is that the contractor will be available for emergency, scheduled and non -scheduled works as described. Plant and equipment, teams and material supplies shall always be available as and when required. Key personnel meeting requirements as set out in the functional evaluation criteria of this contract and clause 24.1 shall be maintained through the duration of this contract. Any changes in the submitted personnel must be reported to the service manager immediately and replacement meeting original personnel requirements shall be submitted with 2 months of the previous incumbent departure.

The list of plant and equipment provided for this contract shall be updated as and when there are any changes in plant and equipment available and maintained as it was submitted for this contract's functional evaluation. In case of owned plant, when there is a replacement of old plant/equipment contractor shall notify the service manager and this change shall be updated into the list within 30 days of replacement and new proof of ownership submitted. In case of hired plant, if any changes in hire agreement happens, the contractor must immediately notify the service manager of the change and new agreement meeting requirements as per original agreement submitted for this contract's functional evaluation must be put in place within 7 days from original agreement changes.

Failure to comply with the above requirements may results to termination of this contract. Owned plant list/Plant hire agreement is annexed to this contract as Annexure D

- ii. Work will only take place when needed and upon instruction by the Service manager. In all instances, except those expressly stated as an emergency repair, work shall only be undertaken after a purchase order has been issued. Emergency repairs shall be undertaken only by persons who have been issued permission to do so. In such instances a manual works order will be issued. The list of persons with the authority to issue an emergency purchase order will be made known by the service manager and updated from time to time at the service manager's discretion.
- iii. It is expected that the contractor makes prior arrangements with material suppliers so that material is made available when an emergency arises, including during weekends, after hours and the December builder's break. The agreement between asphalt supplier and contractor as contained in the agreement letter/commitment letter supplied for this contract's functional evaluation must be maintained for the duration of this contract. If any changes in this agreement happens, the contractor must immediately notify the service manager of the change and new agreement meeting requirements as per original agreement must be put in place within 7 days from original agreement changes. Failure to notify the service manager of changes in asphalt supplier/contractor agreement and put in place agreement meeting specified requirements within 7 days may result in termination of this contract. Asphalt supply agreement/commitment letter is annexed to this contract as Annexure E

2. Pavement maintenance

Pavements defects are a safety hazard with the risk being the production of FOD, resulting in the unplanned temporary closure of the affected runways, taxiways, apron stands, service roads and any other airport pavements. Unplanned closures have a significant effect on the planned operational capacity at the airport.



The work will take place on an ad hoc basis and the repairs will address the following among other things:

- Potholes on the surface of the pavement
- Ravelling of the surface
- Bleeding of the surface
- Rutting of the surface
- Cracking (concrete and asphalt)
- Repair of spalling on concrete pavement
- Repair of deterioration and damage of joints on concrete pavement
- Edge breaks
- Full-depth repairs of concrete pavement up to 365mm deep.

The objective of the work is to maintain the serviceability and safety level of the taxiways, runways, aprons and service roads (landside and airside) to minimize operational disruptions.

ACSA has a separate pavement rehabilitation programme that will at some stage of this contract run concurrently with this maintenance contract. It shall be expected of the Contractor to be cognisant of the new developments and make arrangement of alternative if maintenance works will be affected by the rehabilitation programme.

3. Maintenance of Paint Markings

The work will include re painting of existing paint markings on runways, taxiways, apron stands airside service roads and landside roads as per the service manager's specifications. The main objectives are

To undertake Painting Marking Maintenance on Aprons, Service Roads, Runways and Taxiway as and when required.

To ensure that the Contractor effectively deals with all faded and new markings on all Aprons, Taxiways, Runways, Service Roads and Landside Roads at Cape Town International Airport.

C3.2 CONTRACT MANAGEMENT

Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project progress meeting and safety inspections	As and when	Onsite	Contractor, Technician and Employer's safety officers
Risk reduction meetings	As and when	Onsite/telecon/skype	Service Manager, Contractor and Supervisor



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

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

Duties of Contractor

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

- Preparation of a preventive maintenance programme to the Employer's approval in addition to those specified in the scope of work.
- The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as specified on a maintenance work order
- Programming and planning of maintenance work to avoid hampering with airport operations.
- Attendance at maintenance co-ordination meetings.
- Preparation of preventative maintenance reporting and corrective or breakdown maintenance report.
- The holding of all materials necessary for the effective maintenance
- The Contractor shall have available for all maintenance the equipment necessary including the materials and work equipment, e.g. road marking machines, sandblasting equipment, electricity generator, stencils etc.
- Reliability reporting as agreed with the Employer.
- 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



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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.
- The Contractor shall determine periodically through his detailed inspections of the site, if additional services are required of him. Should such services be necessary, the Contractor shall advise the Employer in writing, giving full details of the proposed additional services and the proposed variation of the contract price, based on the Schedule of Rates. Additional services shall only be carried out upon receipt of written instruction from the Employer.
- 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 maintenance 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.

Health and safety risk management

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

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building



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

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

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

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

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

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

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

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

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

Environmental constraints and management

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

Personnel

A schedule of key personnel to this Contract will be provided to the Project 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 Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

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

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

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

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

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

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



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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

Subcontracting

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

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

Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality, such as ISO9001, SANS and COLTO.

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.

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 asphalt and concrete pavements and painting works.

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,



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Airports Company of South Africa SOC Ltd
Cape Town International Airport
Private Bag X9002
CAPE TOWN, WP
7525

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

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.

Employer's expectation:

The nature of the contract is as follows:

The service provider must be available for scheduled work and unscheduled works (*emergency break downs*). The service provider will also ensure that all equipment necessary to perform the service is available. Work will only take place when needed and upon instruction by the Service Manager by the issuing of a Work Order in all instances, except those expressly stated as **emergency work**. Emergency work is any work that needs to be performed immediately without the need to wait for a written instruction and only the Service Manager may decide if the work is of emergency nature or not. Emergency work is often unplanned and may be necessary in order to prevent an unsafe condition, i.e. unauthorized access onto the airside or to resolve a non-conformance matter. The Service Manager shall issue the contractor with the work orders (*sometimes referred to as Task Order*) during or as soon as it is practicable after completion of the emergency repairs. The Service Manager may instruct the contractor to proceed with emergency work either in the form of a verbal instruction or a written instruction.

The contract is a "**as and when required**" meaning there is no fixed monthly forecasted spend. The work will be based on Task Orders as per NEC Contract clause X19 - a Task Order is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period.

Service Level Agreements

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

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**.



C3.3 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in Particular (Project) Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications

Definitions and terms

Add the following clauses:-

B1156 AIRPORT

An airport is the ground area including the buildings, which are used partially or as a whole for the landing, take-off or ground movements of aircraft.

B1157 RUNWAY

A runway is the area normally used by aircraft for landing and take-off.

B1158 TAXIWAY

A taxiway is the area normally used by aircraft for movements between the runway and the apron, and includes inactive runways used for other purposes.

B1159 THRESHOLD

The threshold is the beginning of that portion of the runway used for the take-off and landing of aircraft and thresholds may temporarily be displaced. The clearway is the area beyond thresholds.

B1161 AIRSIDE

The airside of the airport is the Security controlled area where movement of aircraft takes place. For the purpose of this contract, access to the airside is through the contractor's gate.

B1161 LANDSIDE

Is the area of the airport to which the public has unrestricted access.

B1162 APRON

The apron of an airport is the hardened area used for the parking of aircraft and where passengers normally board or disembark cargo is loaded onto or from aircraft and refueling or aircraft maintenance takes place.

B1163 CONTROL TOWER

The building used by personnel when controlling aircraft and vehicle traffic on the airside of the airport.

B1164 RUNWAY AND TAXIWAY STRIP

It is the area adjacent to the runway extending to 75m on either side of the center line of the runway and 47,5m from the center line on the taxiway.

B1165 MOVEMENT AREA

That part of an airport to be used for the surface movement of aircraft, including maneuvering areas and aprons.



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B1166 MARKINGS

Symbols, lines, words and figures displayed on the surface of a movement area, or special visual distinguishing features added to vehicles.

B1167 PERIMETER ROAD

A road within the airside to facilitate travel of vehicles to various areas and to remain clear off the maneuvering areas.

B1168 RESTRICTED AREA

A part of an airport, designated by notices posted by the airport manager, access to which is restricted to persons holding an authorized identification card valid for that part of the airport.

B1169 VEHICLE

Any self-propelled ground surface vehicle or mobile equipment (including specialized aircraft servicing vehicles and ramp equipment).

B1170 APPROVED ISSUING AUTHORITY

An organization approved by the airport manager to issue airport security permits and airside vehicle permits.

Specifications of the works



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Applicable COLTO Standardized Specification for Road and Bridge Works for State Road Authorities

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil Service Managing 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.

Applicable National and International Standards

The Works must comply with certain National and International Standards. These include: 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
Series 1700:	Clearing And Grubbing
Series 1800:	Dayworks
Series 2300	Concrete Kerbing, Concrete Channeling, Chutes And Downpipes , Concrete Lining
Series 3800:	Breaking Up Existing Pavement Layers
Series 3900:	Patching And Repairing Edge Breaks
Series 4200:	Asphalt Base And Surfacing
Series 4800:	Treatment Of Existing Surface Exhibiting Defects
Series 5600:	Airside Signage
Series 5700:	Road Marking
Series 7100:	Concrete Pavements

The latest version of COLTO shall be used for this Contract. Payments shall be in accordance with COLTO Standard Specifications



SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1201: Paint-Marking team

The Service Manager will certify a shift loss due to runway unavailability using the following criteria:

If the Contractor found himself with a situation of no work was possible during the relevant shift on any item which is on the critical according and no alternative work was provided for the available shift

Less than 50% of the work force for painting and plant planned for that specific shift could work.

The Contractor will be eligible to claim the hours lost multiplied by the rate provided as stipulated under item B12.01.

B1202: SERVICES

(a) Existing services

Add the following after the second paragraph:

“Before work commences on any portion of the pavement, the contractor shall arrange with the airport authorities for the area to be examined and thoroughly traversed by the authorities with their service detectors to locate existing services. Such inspections will be attended by the contractor and the Service Manager or a representative. No payment will be made to the contractor for attending these inspections”

Add the following to the sixth paragraph:

“The contractor shall also be liable for any loss or consequential loss suffered by the owner of a service which is damaged by the contractor’s operations, e.g. fuel losses from a fuel pipeline with the associated fire hazards or loss of the ILS due to a power failure”.

Add the following after the last paragraph: -

Some of the work is planned to be executed in proximity of pavement and edge lights and must be executed without interfering with the operation of these lights. The contractor shall ensure that the position of the cables are known to himself and his personnel and shall take all reasonable care to avoid damage to the cables, lights or transformers. Protective covers shall be used as required to protect the lights whilst the work is carried out.

Should it not be possible to avoid damage to the light cables, the contractor shall give adequate notice to all concerned and leave enough time after completing a particular work shift to allow for the reinstatement of the cables before opening the runway to air traffic.

The contractor must supply his own equipment to illuminate the work area.

B1200 MEASUREMENT AND PAYMENT

Item

Unit

B12.03. Provision for direct costs incurred for obtaining all personal and vehicle permits (i.e. safety induction, AVOP, INCLUSION OF THE NECESSARY REQUIREMENTS FOR VEHICLES etc to gain airside access, subject to the SERVICE MANAGER’S approval)

- | | | |
|-----|--|-----------------|
| (a) | Airside induction and permits..... | Provisional Sum |
| (b) | | |
| (c) | Handling Costs in respect of sub item 12.03 (a)..... | % |



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Add the following subclause: "The cost is to include the issue of permits, airside induction course (AVOP and AIT), PARTAC license and vehicle permits. The cost shall include the complete cost of vehicle compliance (include stickers, amber lights). The cost shall not include expenses incurred due to delays caused by the permit office, non-attendance for issue of permits, travelling costs for the issue of permits, compensation for wages, salaries etc.

The tendered lump sum shall represent full compensation for all costs incurred for the attendance of the airside induction course for all the Contractors personnel and for all costs associated with the provision of all necessary permits as required by ACSA for the enablement of the project.

The costs of permits (subject to changes) are as follows:

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



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ACSA 2nd lost Personal Permit			620
ACSA 3rd lost Personal Permit			No issue
1st damaged permit			450
2nd damage permit			570
3rd damaged permit			No issue

Permit + 1 Icon = R 340
 Permit + 2 Icons = R410
 Permit + 3 Icons = R 480
 Permit + 4 Icons = R 550
 Permit + 5 Icons = R 620

Item **Unit**

B12.08 Compliance with occupational health and safety act (OHS and regulations including the construction regulations, 2014):

(a) Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations (2014)Lump sum
 Add the following to the subclause: "The rate shall (for (a) and (b)) cover the cost of a full-time safety officer . The resource shall only be paid for the time they have been utilized. Records shall be kept and produced upon the service manager's request.
 The full amount for (c) will be paid in one instalment only once: -

- i. The Contractor has notified the Provincial Director of the Department of Labour in writing of the contract.
- ii. The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- iii. The Client has approved the Contractor's Health and Safety Plan.
- iv. The Contractor has set up his Health and Safety File."

SECTION B1300: CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

The work will take place on an ad hoc basis and this will also include emergencies. The work hours will thus be both day and night. The contractor must price accordingly.

B1300 MEASUREMENT AND PAYMENT

Item **Unit**

B 13.01 The contractor's general obligation.....Must included
 in tendered rates

- (a) Fixed obligations
 Camps, Offices , Stores and overheads.....Lump Sum
- (b) Time related obligations
- (i) Paint markings team..... Per Shift



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(ii)	Concrete Team	Per Shift
(iii)		
(iv)	Paving Team	Per Shift
(v)	SMALL TEAM (for cold crack sealing, viasealing,	Per Shift
(vi)	(HAND TEAM (for areas up to 20m2/shift)	Per Shift
(vii)	MILLING TEAM (2m Milling Machine)	Per Shift
(viii)	Extra over for Night Shift.....	Per Shift
(ix)	Allowance over for Standby fees (during Holidays and Builders Break.....	Per Shift
(x)	Extra over For asphalt mixing at Night	Per Shift
(xi)	Extra over for dispatching asphalt at Night	Per Shift

NB:For items above no monthly costs will be paid, these must be included in tendered rates and will be paid for when there is actual work done since the contract is adhoc.

Add the following:

"Should the combined total tendered for subitems B13.01 (a), B13.01(b), B13.01(c) exceed 15% of the tender sum, the tenderer shall state his reasons in writing for tendering in this manner.

The work will take place on an ad hoc basis, thus, with regards to staff costs, the staff shall only be reimbursed for the actual time worked. Supporting information must be provided to the Service Manager regarding the amount of time the staff have spent on maintenance activities in order for a claim to be approved.

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 Accommodation of traffic and maintaining deviations

This Contract is divided into limited occupation areas in order to allow for the airport to be fully operational during any maintenance. All occupation areas will be over a short duration (e.g. for night shift works). The Contractor shall inform and obtain approval from ATNS and AM prior to closing any runway/RET/taxiway/aprons etc for maintenance.).

The work will take place on an ad hoc basis and this will also include emergencies. The work hours will thus be both day and night. The contractor must price accordingly.

Add the following new sub-clauses:

Night work

All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, according to the Service Manager, the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

The Contractor shall provide for artificial lighting to ensure the proper execution of the work in terms of the contract. The artificial lighting shall be subject to the Service Manager's approval and shall consist of at least the following:

- (i) At least 3 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as an area of radius 15 m in which night work is being done. The Contractor shall provide adequate lighting at night as specified for every work area. The light in a work area shall be a minimum of 75 lux.
- (ii) The power systems shall comply with the Occupational Health and Safety Act No 6 of 1993 as amended, and the Standard Regulation for Wiring of Premises of the South African Institute of Electrical Engineers.



No additional payment will be made to the Contractor providing and maintaining all extra personnel and equipment for executing night work.

B1500 MEASUREMENT AND PAYMENT

Add the following payment items:

The nature of this contract is on adhoc basis, therefore no payments will be made if no work is done. Priced lump sum rates should only be for task order requests where work requires accommodation of traffic.

Item	Unit
B15.01 Accommodation of traffic and maintaining deviations	
(a) Flagmen	Man-day
(b) Portable STOP and GO-RY signs	No
(c) Moveable barricade/road sign combination.....	No
(d) Traffic Cones TD4	No

B15.15 Provision of lighting on site to work areas during night work or where instructed"

Add the following to the subclause: "The tendered lump sum shall include full compensation for providing all equipment and labour."

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates."

SECTION 1700: CLEARING AND GRUBBING

The following shall apply under section 1700 item B17.05 clearing out of hydraulic structures.

From (a) to (f)

The cleaning of hydraulic structures shall involve the removal of all undesirable materials such as earth, sand, gravel, stones and mud measured in cubic meters (m³) until the structures are completely clean, and the debris is disposed of at approved dumping sites provided by the Contractor.

B17.05 Cleaning out of hydraulic structures m³

The tendered rates of the above under section 1700 item B17.05 from (a) to (f) shall include full compensation for all work necessary for the clearing and grubbing of the hydraulic structures. Removing all undesirable materials from the drainage systems and structures, and transporting (including all hauling) and disposing of these materials at approved dumping sites provided by the Contractor, as well as all additional costs (eg for flushing if necessary) incurred to clean the drainage systems and structures.



SECTION B1800: DAYWORKS

Add the following section to the standard specifications:

“Contents

B1801	Scope
B1802	General Requirements
B1803	Measurement and Payment

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract clause 6.5, for the use in determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

B1802 GENERAL REQUIREMENTS

Work will be classified as daywork only if the Engineer considers no other rate in the Bill of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of Clause 6.5 of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Bill of Quantities may possibly not be required for this Contract.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

B1803 MEASUREMENT AND PAYMENT

“Item Unit

B18.01 Vehicles, plant and equipment

(a) List of Plant and Equipment Per Shift

Item **Unit**

B18.02 Labour

(a) Labourer hour (hr)
 (b) Supervisor hour (hr)

Item **Unit**

B18.03 Materials:

(a) Procurement of materials provisional (Prov) sum
 (b) Contractor's handling costs, profit and all other charges
 in respect of subitem B18.03(a) percentage (%)



The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of "unskilled", "semi-skilled", "skilled" labourers, "labourer", "chargehand" and "supervisor".

The tendered rates for labour for item B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant

The unit of measurement for subitem B18.03(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the Conditions of Contract. Only the actual quantities of materials used, as verified by the Engineer, shall be paid for.

The percentage tendered for subitem B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03(a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid The rates shall be for the working hours of this contract."

SECTION 3800: BREAKING UP EXISTING PAVEMENT LAYERS

B3804 PLANT AND EQUIPMENT

SECTION 4200: ASPHALT BASE AND SURFACING

B4202 MATERIALS

(a) Bituminous binders

i) Conventional binders

Insert "and the latest amendments thereof" after the words "SABS specifications".

ii) Homogeneous modified binders

Delete the last sentence and replace with:

The modified binder to be used on this project shall be A-P1.

The binders shall comply with SANS 307 and SANS4001-BT1 as applicable. The Contractor shall inform the Service manager immediately of the cost implications should the SANS 307 and SANS4001-BT1 specifications be amended during the course of the construction period and the source of bitumen needs to be changed in the process.



The Contractor shall submit the following to the Service manager for each batch of bitumen used on site:

- a copy of the SABS quality certificate, indicating the batch number and grade
- a sample of the (base) bitumen
- the source of the bitumen

a. Aggregates

Add the following paragraph after the introductory paragraph:

"Asphalt mixes shall be manufactured using different individual single-size coarse aggregate fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the Service manager and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single-sized aggregate.

Contractor shall note that commercial suppliers may not be able to supply all the required single-size fractions, in which instance arrangements for additional screening will have to be made. No additional payment shall be made for such additional screening of aggregates. The use of crusher-run type materials shall not be permitted.

Natural sand shall not be used unless all performance-related tests proved to be acceptable."

i) Resistance to crushing

Add the following at the end of (i):

"The minimum dry 10% FACT values of the -13,2 mm + 9,5 mm fraction shall be as follows:

Continuously graded surfacing.....	210 kN
Continuously graded base	160 kN

The wet/dry ratio shall not be less than 75%.

The aggregate crushing value (ACV), minimum dry 10% FACT value, as well as wet/dry ratio of coarse aggregate for use in asphalt surfacing, shall comply with the requirements specified for open-graded surfacing mixes."

ii) Shape of the aggregate

In Table 4202/5 the flakiness index shall comply with the requirements for surfacing aggregate grade 1.

iii) Absorption

Add the following:

"The total bituminous absorption of the combined coarse and fine aggregate blend determined in accordance with TMH1 Method C4(8) shall not exceed 0,5%."

iv) Sand equivalent

Add the following:

"No natural sand may be used in asphalt mixes without the written permission of the Service manager. The natural sand shall comply with the requirements of SABS 1083 and sub clause 4202(b) of the standard specifications and shall have a minimum sand equivalent value of 50 when tested in accordance with TMH1 Method B19. If permitted by the Service manager, the permissible quantity of natural sand shall not exceed 5% by mass of the combined aggregate in the approved working mix. The Contractor shall submit full details regarding the exact quantity and quality of the natural sand he proposes to use in the asphalt mix, which the Service manager will then consider."

v) Grading

Delete the second paragraph commencing with "The target grading ..." and add the following paragraph:



"The grading limits for the combined aggregate grading for the asphalt base shall be as specified in table 4202/6: Continuously graded 26,5m maximum. The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in Table 4202/7: Continuously graded – TRH8 AP-1."

Add the following paragraphs:

"Subject to the approval of the Service manager, the combined grading of aggregates used for asphalt surfacing shall be in accordance with the requirements of the manufacturer. In respect of Table 4213/1, the permissible deviation on the approved grading on the 2,36 mm sieve shall be amended to $\pm 2\%$ for asphalt surfacing. The proposed grading shall be submitted to the Service manager for approval.

In addition to the specified grading limits, the percentage, by mass, of aggregate smaller than 0,005 mm, when determined in accordance with THM1 Method A6, shall be less than 1% of the combined aggregates for all mix types excluding the active filler added.

The Service manager may request a reconsideration of blends to achieve any grading within the relevant envelope in order to improve certain properties.

b. Fillers

Delete the second last sentence of the first paragraph and replace with:

"With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes"

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

Mix design approvals shall be finalised and approved between the Contractor and the Service manager before commencement of the works. The Contractor shall submit proposed mixes, on request, to approved or instructed test laboratories for performance property assessment on the Commencement Date to enable adequate testing time.

The programmed mix design period shall be at least five weeks in duration measured from the Commencement Date. In addition the Service Manager reserves a minimum of two weeks within that period for assessment and approval of the mix designs, measured from the date of submission of the last mix design.

No additional costs shall be payable for the testing of the specified criteria and shall be deemed to be included within the tendered rates.

Add the following:

"Asphalt mixes must comply with the following test requirements included in Table B4203/2.

TABLE B4203/2: TEST REQUIREMENTS

PROPERTY	UNIT	ASPHALT BASE (26,5 mm MAX.)		CONTINUOUSLY MEDIUM AND MODIFIED AP-1 SURFACING GRADED)	
		MAX.	MIN.	MAX.	MIN.
Marshall stability (60°C)		18	8	18	8
Marshall flow	mm	6	2	6	2
Stability/flow ratio	kN/m m		2.5		2.5
Air voids (%) after standard Marshall compaction	%	5	3	4	2



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PROPERTY	UNIT	ASPHALT BASE (26,5 mm MAX.)		CONTINUOUSLY MEDIUM AND MODIFIED AP-1 SURFACING GRADED)	
		MAX.	MIN.	MAX.	MIN.
Voids in mineral Aggregate	%	-	13	-	15
Voids filled with binder	%	75	65	75	65
Filler/bitumen ratio		1,5	1,0	1,5	1,0
Air permeability cm ²	cm ²	1 x 10 ⁻⁸	-	1 x 10 ⁻⁸	-
Film thickness of Bitumen	Micro ns	8	5.5	8	5,5
Indirect tensile strength (25 °C)	kPa	1 500	1 100	1 500	1000
Dynamic Creep Modulus (40 °C)	MPa	-	20	-	20
Immersion index	%	-	80	-	80
Gyratory Voids @300 gyrations	%	-	-	-	2.5
Modified Lottman		-	-	-	0.8

The details of the design process for all asphalt mixes shall be submitted for approval to the Service manager. The asphalt mix design process shall include the use of

- 50/70 penetration-grade bitumen for asphalt surfacing and base

Modifiers (AP1) will be added as determined during the final mix design process for the asphalt surfacing and/or base. The properties as per Table B4203/2 shall be tested and provided to the Service manager (with and without modifier for both the asphalt surface and base mix) prior to approval of the mixes.

Replace the fifth paragraph with the following:

"The design of the asphalt mixes shall be in accordance with *Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa*, June 2001, and appropriate research developments.

Should the prescribed mix not be available, the service manager is to be alerted immediately and the contractor will proceed based on the service manager's recommendation.

B4215 MEASUREMENT AND PAYMENT

Item	Unit
B42.04 Tack Coat of 60% stable grade emulsion (SS60 or similar).....	l

"The unit of measurement shall be the litre of 60% of low viscosity Cationic Rapid-Set bitumen emulsion (SS60 or similar) applied at an application rate of 0.5 litres/m².

The tendered rate shall include for the labour, procuring, furnishing and application of the material as specified"



Should it be proven that process followed does not comply with the guideline as set out above then the Service Manager has the right to reject the work or refuse payment until the correct process has been followed. The same applies for failure of the patch as a result of not following the steps outlined above.

A checklist is to be made available and signed by both the contractor and the Service Manager.

Item	Unit
B42.2 Backfilling of excavations for potholes repairs or patching with:	
(a) Service Roads and landside roads: Patching and Pothole repairs complete including all excavation and transport to spoil to approved dumping sites and including the transport of the asphalt material to site, labour costs, asphalt material and plant costs, using:	
(i) BTB	t
(ii) 50mm medium AC surface (50/70 grade bitumen)	t

Add the following to this subclause:

“This item shall relate to addressing failures at service roads. The depth of the repair shall depend on the depth of failure. The depth of the BTB will cover the depth of the excavation less the depth of the 50mm wearing course. This application shall apply to service roads and landside roads”.

The contractor is to note that this item covers both material and labour costs and is to make provisions for the use of the necessary plant in the excavation (or removal of material by suitable means) and backfilling of material.

“The material removed during maintenance works taking place on airside, is to be stockpiled at the allocated stockpile area located on airside, as recommended by the services manager. For work which takes place on landside, the material is to be disposed of site and disposal certificates provided to the client.

Item	Unit
(b) Taxiways and Runways: Patching and Pothole repairs complete including all excavation and transport to spoil to approved dumping sites and including the transport of the asphalt material to site, labour costs, asphalt material and plant costs, using:	
(i) AC (AP1).....	t
(ii) BTB.....	t
(iii) 50mm medium AC surface (50/70 grade bitumen).....	t

This item shall relate to addressing failures at taxiways and runways. The depth of the repair shall depend on the depth of failure. The depth of the BTB will cover the full depth of the excavation less the depth of the wearing course.

The contractor is to note that this item covers both material and labour costs and is to make provisions for the use of the necessary plant in the excavation (or removal of material by suitable means) and backfilling of material.

The usage of item (i) or (ii) above will depend on the severity of the defect, the traffic conditions and the service manager’s determination.

Add the following to this subclause:



“The material removed during maintenance works taking place on airside, is to be stockpiled at the allocated stockpile area located on airside, as recommended by the services manager. For work which takes place on landside, the material is to be disposed of site and disposal certificates provided to the client.

Should the depth of the excavation exceed 80mm, then the contractor is required to provide information for the reasons for the depth of the excavation. Such information shall include measurements on site including photos. Should this information not be provided then payment for this item will be withheld until the information is provided to the service manager’s satisfaction.”

The repair of defects for maintenance purposes (B42.2 (a) and (b)) is to follow the following process (Note that this is a guideline only).

1. The affected area is to be saw cut/milled or removed by appropriate means. All sides shall be perpendicular or parallel to the direction of traffic.
2. Before starting any repair work the areas adjacent to the failure should be checked for debonding by tapping the surface with a hammer. A dull sound indicates lack of bond. Debonded material must be removed and can be lifted off with a flat spade
3. Defects are to be patched by cutting the affected area (box out the area), and applying tack coat over the boxed area before filling with appropriate material
4. If cracks are found, these are to be sealed.
5. SS60 is to be applied to the surface of the milled area including the sides
6. The area is to be backfilled
7. All joints are to be sealed off with SS60 to protect the patch prevent water ingress.

Quality control:

In the case of failure of a patch or pothole repair, should it be proven that the failure occurred as a result of not following the process set out in this subclause and Clause B4203, the contractor shall be entirely responsible to remove and replace the defective repair at his own cost.

In addition, the contractor is to provide proof on on-site quality control. This includes:

1. The inclusion of layout drawings(sketches) indicating the dimensions of the patch including the depth. This is to be provided to the Service Manager at the completion of the repair and signed off by both parties.
2. Photos of the failure before repair, photos take during the repair showing each step of the process and photos of the completed repair. Together with (1) above, these photos are to be signed off by the Service manager and the contractor.
3. A daily diary is to be kept on site incorporating, among others (1) and (2) above. The records kept in the file are to correlate with the values in the certificate. Should there be no correlation, the claim will be rejected until proven. All costs incurred during the process are to have corresponding backup records and the contractor is expected to be able to account for / prove the costs incurred.
4. A quality control file is to be kept on site and is to be updated each time maintenance work is done. The file is to be signed off by the Service manager and the contractor.

Item	Unit
B42.09 Asphalt cold mix.....	t

The item shall cover the labour cost, purchase of cold mix asphalt for applications such as pothole repairs. The cold mix is intended to serve as a temporary backfill in case of plant breakdown. The mix shall be replaced as soon as hot mix asphalt becomes available.



SECTION 5700: ROAD MARKINGS

B5700: MEASUREMENT AND PAYMENT

B5707 APPLYING THE PAINT

Add the following:

“Where the runway or taxiway is to be re-opened to traffic after shifts, the Contractor will be required to apply all necessary paint markings at completion of each such shift within a designated area. The paint shall be non-reflectorisised and applied strictly in accordance with the manufacturer’s instructions. The paint shall be normal road marking paint complying with SABS 731. Solvent-based paints will be used for temporary paint markings and water-based paint for all permanent paint markings. At the start of the project, the Contractor will supply samples of the paint he intends to use and apply trial sections to the satisfaction of the Service Manager which will also include environmental risk mitigation measures to be implemented and maintained as well as waste management.

Item	Unit
B57.01 Retro – Reflective road-paint marking on runways	
(a) Retro- Reflective Road marking paint	
(i) Total length of paint markings	km
(ii) Painted signage	m ²
(iii) Arrows.....	m ²

Add the following to the subclause: ‘The rate shall cover the cost of painting, both on airside and landside.

- (i) The total length of paint markings includes the length of the centreline, shoulders, lead-in lines and other directional lines. The width of paint markings range from 100mm to 200mm. The rate shall cover the cost of broken or unbroken lines. The line type (solid or dashed) shall depend on the existing paint markings or the instruction of the service manager.
- (ii) Painted signage: These markings shall include letters and numbering, stop signs, jet blast, fire hydrant signs, fuel line signs, and all other airport related signage.
- (iii) Arrows: The size of arrows and the rate shall cover the variation in the size of the arrows.

The work shall take place both on airside and landside. The frequency on airside is as follows:

- Runways: Centreline to be done 3-4 times a month. The rest of the runway paint markings are done once in 3 months
- Taxiways: Paint markings to be done twice a year. The length incorporates the centreline, shoulders, lead in lines and all other directional lines.
- Landside paint markings: To be done as and when instructed by the services manager.

The colour of the paint markings has not been specified. The paint colours used on airside and landside are red, yellow and white and the tender should be priced accordingly. The rate shall also include the blacking out of existing paint markings using black paint and glass beads “



SECTION 7100: CONCRETE PAVEMENTS

B7127: MEASUREMENT AND PAYMENT

Item **Unit**

B71.02

1. **Patching areas where defects appear (area not to exceed 2m²) using fast setting concrete (ABE-FMS@25kg or equivalent)**
 - (a) Up to 100 mm thickness.....m³

2. **Patching areas where defects appear (area not to exceed 2m²) using fast setting concrete (ABE-QS@25kg or equivalent)**
 - (b) 350mm thickness.....m³
 - (c) Varying thickness 350mm to 400mm.....m³

Add the following to this subclause:

“The procedure to be followed for Edge breaks is as follows (this is a guide only):

Loose and cracked edges shall be trimmed back to a neat rectangular shape, parallel and perpendicular to the centreline of the pavement. All edges shall be saw cut to a minimum depth of 30 mm below the surface.

This item shall cover labour, material and obtaining and utilizing the necessary equipment. The area treated for both (1) and (2) above is not to exceed 2m². The product used shall be ABE Durarep or equivalent. The details of alternative suppliers are to be submitted with the tenderer's proposal.”

The concrete is to follow the following specifications:

ABE Dura Rep – Concrete (or equivalent) summary:

Product	Additional Requirements	Typical Physical Properties		Compressive Strength (Mpa)			bags/m ³	yield @25kg bags / litre water	Temperature		Depth of patch	
		Initial Set/h/m	Final Set/h/m	1 day/24h	3 days	28 days			Min °C	Max °C	Min (mm)	Max (mm)
ABE FMS@25kg (or equivalent)		10 hours	15 hours	16	28	58	84	12	5	20-30	50	>250MM
ABE QS@25kg (or equivalent)	6.7mm stone-bigger volumes	8 min	22 min	30	38	50	76	13	5	25	25-50	>250MM

Drawings Presentation

As-built drawings, operating manuals and maintenance schedules



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- The drawing to be generated by the Contractor are to comply with ISO specifications for drawings and the electronic version of the document should be provided in CAD (dwg) and pdf format.
- All drawing should as a minimum comply to the following ACSA requirements for submission of drawings:
 - All drawings shall bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly.
 - All drawings, particularly layout drawings, submitted for acceptance shall be to a scale acceptable to the Employer. All drawings are to be made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.
 - The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble-free construction and operation over the life of the component.
 - All copies of drawings submitted to the Employer are to be provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.
 - All drawings shall be dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings shall show a graphic scale key plan and north arrow. Dates on drawings shall be reflected in the following format: dd/mm/ccyy. Revisions shall be designated R0, R1, R2, R3, etc., commencing with the first issue. All revisions shall be clearly described in the revision column bearing the revision number.
 - All as-built and CAD data produced for this project adhere to the standards and requirements set out in the ACSA CAD Standards and ensure that throughout the project life a complete set of drawings is updated with "As-built" information in the required format.

ACSA CAD Standards:

- Title block should clearly specify the project name & number; the status of the project, i.e. (Approval/ Construction/ As-builds) and the dates of any up-dating done in the drawing. The contractors/ consultants will be issued with the ACSA drawing Logo.
- Title block should clearly specify the consultants/ contractors working in the project; their contact details and physical address and also the responsibilities of the consultants/contractors. This will help with the tracking and tracing the project data if we might need in the future and for references.
- Line scale and line type must be clear.
- The components in the drawings should be in their own layers and we should be able to switch them on/off. They should be indicated on the plans specially and must have attribute data to identify them. This makes it easy to work on and extract only the specific layers needed.
- If XREF's are used, they should be attached/ bind on the drawing.
- The text type and dimensions must be in ISO Standard and; also in their own layers.
- All As-built drawings should be issued in Auto-CAD; electronic format and in 3 X discs, accompanied by the drawing register.
- The issued As-built drawings, depending on the scope of the project should include: Services drawings; Architect drawings; Close out Reports and Certificates of compliance. Close out
 - Reports and Certificates of compliance must be in pdf.
- At the hand over stage 3 X discs with as-built must be issued by the contractor/consultant to the ACSA project manager; who will then issue 1 X discs/CDs directly to the Assets Information Management Office/ GIS.

**Applicable Standards and norms:****NB: The latest standards will take precedence**

The below list should be used as a guide; however, it is not exhaustive. The Contractor shall ensure compliance to current and relevant industry standards and norms pertaining to the Works.

Note: in a case where a stringent standard was used than the below mentioned, a stringent standard shall take precedence.

- TMH 9: Standard Visual Assessment Manual for Flexible Pavements
- Draft TMH 11: Standard Survey Methods
- Draft TRH 12: Flexible Pavement Rehabilitation and Design
- Draft TRH 19: 1989 Standard Nomenclature and Methods for Describing the Condition of Jointed Concrete Pavements
- The Employer's M1 Manual: Code of Procedure Manual for Geotechnical and Materials Investigation, Design and Documentation
- Standard Specifications for Road and Bridge Works: COLTO, 1998
- ICAO Annex 14_Aerodromes – Volume 1: Aerodrome Design and Operations
- ICAO Doc-9137_Airport Services Manual – Part 2 Pavement Surface Conditions
- ICAO Doc-9137_Airport Services Manual – Part 9 Airport Maintenance Practices
- ICAO Doc-9157_Aerodrome Design Manual – Part 1 Runways
- ICAO Doc-9157_Aerodrome Design Manual – Part 2 Taxiways, Aprons and Holding Bays
- ICAO Doc-9157_Aerodrome Design Manual – Part 3 Pavements
- ICAO Doc-9157_Aerodrome Design Manual – Part 4 Visual Aids
- ICAO Doc-9157_Aerodrome Design Manual – Part 6 Frangibility
- ICAO Annex 14_AIP Update
- ACI Apron Markings and Signs Handbook
- ASTM 5340 – Standard Test Method for Airport Pavement Condition Index Surveys



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C.3.4 ANNEXURES TO THE SCOPE OF WORK Annexures issued by the *Employer*

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

Annexure	Revision	Title
Annexure A	1	Occupational Health and Safety Agreement
Annexure B	1	Environmental Terms and Condition
Annexure C	1	Service Level Agreements
Annexure D	1	Maintenance Activities and Documentation
Annexure E	1	Letter of commitment/Asphalt supply agreement



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ANNEXURE A:

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

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

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatory” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.



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8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating



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substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

- 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



ANNEXURE B:

ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048

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

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



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

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

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

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

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

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

at:



SERVICE LEVEL AGREEMENTS

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

Response Times

100% of all call outs shall be responded to within 45 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the airport.

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

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 24 hours, unless a special agreement exists with the employer's agent.

Defect Free Period

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

Benchmarks

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

Penalty

Failure to meet service levels

- a. Response time: Consistent non-compliance to contracted response times on more than three occasions within a 30-day period, will result in a penalty of R10000.00 (Ten thousand rand) and R5000 (five thousand rand) for each non-compliance after the third offence until the specific service level is achieved.
- b. Closure duration: Consistent non-compliance to contracted closure times on more than three occasions within a 30-day period, will result in a penalty of R10000.00 (Ten thousand rand) and R5000 (five thousand rand) for each non-compliance after the third offence until the specific service level is achieved.
- c. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.



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Notification of Penalties

The employer's representative will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable will be for the account of the Contractor

Furthermore, ACSA will hold the Contractor liable for any costs incurred due to additional handling of passengers by the ground handling agents as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance

The tenderer should also, at all times, stock materials necessary for the execution of the Works. The principle that applies to stock keeping is that downtime on movement areas should be kept to a minimum. Therefore, all consumables that might be necessary for the execution of the works shall be readily available at the tenderer's disposal.

The tenderer should guarantee the availability of any major materials on site within 8 Hour (calculated from the time the breakdown is reported).

The tenderer should list exclusions, if any, to the above with the maximum time necessary to acquire these consumables.

Evaluation

The successful tenderer performance will be evaluated on the following once appointed:

Safety and House keeping	Safety warning in place. Apology sign in place.
	Toolbox talks to be held at the start of each shift and record keeping of the talks.
	Marking of all loose tools with reflective tape to increase visibility at night.
	Compliance to PPE.
Security	ID card always clearly visible.
	Clear sign of the name of the company on vehicles.
Reliability	No repeat incident on equipment.
	Keep agreed spares available. Competence of staff
Submissions of quotes and invoices on time	Quotes submitted within specific timeframe.
	Invoices submitted to finance department on time and with correct purchase order numbers.
Uniforms	To be properly dressed in overalls with company name on the back for identification.
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality.
Submission of safety documents	Adhering to OHS ACT



ANNEXURE D

Maintenance Activities and Documentation

Attached documentation pertains to maintenance activities to be performed.

MAINTENANCE RECORD SHEET**Purpose**

The purpose of this Maintenance Record Sheet is to keep a completed and signed record of the performance, failure and repair history throughout the lifetime of the road network infrastructure.

The Maintenance Record Sheet and related certificates must be returned to the supervising authority for verification and filing once the full range of applicable tasks has been carried out.

Maintenance General

The following is the list of maintenance on CTIA systems that requires to be maintained

<u>Landside Access Routes</u>
Bahrain Road/Borcherd's Quarry up to Agent's Road (T-junction)
T-junction (Agent's Road) up to DHL
T-junction (Agent's Road) up to intersection at CTX Freight Park
Tower Road (Traffic signal at BP Garage) to Foxtrot 3 entrance
Foxtrot 3 to Thunder City Entrance
Foxtrot 5 to Foxtrot 3C (General Aviation Area)
Tower Road to end of Fuel Farm Road
Tower Road to Michigan Road (Budget Car Rental's gate)
Elevated Road
Drop & Go Road
Domestic Inner Lane
International Inner Lane
<u>Parking Areas</u>
Multi Storey P1
Multi Storey P2
Shaded Parking P3, P4 & P5
<u>Airside Asphalt Surfaces</u>
Perimeter Road (along the inside of the fence)
Service Roads
Runway 01/19
Runway 16/34
Alpha Taxiways
Bravo Taxiways
Charlie Taxiway
Delta Taxiways
Echo Taxiway
Golf Taxiway
Hotel Taxiway
Juliet Taxiway
Kilo Taxiway
Lima Taxiway
Mike Taxiway



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Sierra Taxiway
Tango Taxiway
Zulu Taxiway
<u>Airside Concrete Surfaces</u>
Alpha Apron
Bravo Apron
Charlie Apron
Runway Thresholds



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PART C4: SITE INFORMATION

See below



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