AIRPORTS COMPANY
SOUTH AFRICA

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: INSTALLATION OF PCA UNITS KSIA 6716**

**TITLE OF PROJECT: INSTALLATION OF PRECONDITIONED AIR UNITS FOR THE PURPOSE OF COOLING PASSENGER LOADING BRIDGES**

# NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

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

**Applicable at King Shaka International Airport**

(Registration Number : 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

(Registration Number : _____)

for **INSTALLATION OF PRECONDITIONED AIR UNITS FOR THE PURPOSE OF COOLING PASSENGER LOADING BRIDGES**

| **Contents:** | | **No of pages** |
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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**: CONTRACTOR TO INSTALL PRECONDITIONED AIR UNITS TO COOL PASSENGER LOADING BRIDGES**

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:**

(in words)
**……** Rands;

(in figures) **R……..**

**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)* | |
| Name & signature of witness | | Date |

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the Employer**

.....

| | | |
|---|---|---|
| Name & signature of witness | *(Insert name and address of organisation)* | Date |
| | ..... | ..... |

**Schedule of Deviations**

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

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

## Part C1.2a Contract Data

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

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

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

| Clause | Statement | Data |
|---|---|---|
| **1** | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for Main Option | |
| | Main Option<br>Dispute resolution Option | **B: Priced contract with Bill of Quantities**<br>**W1: Dispute resolution procedure** |
| | Secondary Options (incorporating amendments) | **X2: Changes in the law**<br>**X7: Delay damages**<br>**X13: Performance Bond**<br>**X16: Retention**<br>**X18: Limitation of liability**<br>**Z: Additional conditions of contract**<br>of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1 | The *Employer* is (Name) | Airports Company South Africa SOC Limited,<br>Applicable King Shaka International Airport |
| | Address | Airports Company South Africa SOC Limited<br>KING SHAKA INTERNATIONAL AIRPORT<br>KING SHAKA DRIVE, LA MERCY, 4405 |
| | Telephone<br>Fax | X<br>X |
| 10.1 | The *Project Manager* is | Madoda Luthuli |
| | Address | King Shaka Drive, La Mercy, 4405 |
| | Telephone<br>E-mail address | 060 998 6143<br>Madoda.Luthuli@airports.co.za |
| 10.1 | The *Supervisor* is | Madoda Luthuli |

| | | |
|---|---|---|
| | Address | King Shaka Drive, La Mercy, 4405<br><br>Telephone<br>Fax<br>Email |
| 11.2 | The *works* are | INSTALLATION OF PRECONDITIONED AIR UNITS TO COOL PASSENGER LOADING BRIDGES |
| 11.2 | The following matters will be included in the Risk Register | • Availability of As Built information<br>• Access to Site<br>• Site Constraints and Constructability<br>• |
| 11.2 | The *Works Information* is in | Part C3 'Scope of Works' section of this contract |
| 11.2 | The *Site Information* is in | Part C4 'Works Information' section of this contract |
| 11.2 | The *boundary of the site* is | King Shaka International Airport Airside |
| 12.2 | The *law of the contract* is the law of | the Republic of South Africa |
| 13.1 | The *language of this contract* is | English |
| 13.3 | The *period of reply* is | Seven (7) days |
| **3** | **Time** | |
| 31.2 | The *starting date* is | Upon signature of the contract by The Employer |
| 11.2 | The *completion date* is | 24 Months after the starting date |
| 30.1 | The *access date* is | Upon signature of the contract by The Employer/ ACSA |
| 31.1 | The *Contractor* submits a first (preliminary) programme with the tender by the tender closing date | Four (4) Weeks after signature of the contract by The Employer/ ACSA |
| 32.2 | The *Contractor* submits revised programmes at intervals no longer than | Four (4) weeks |

| | | |
|---|---|---|
| 35.1 | The *Employer* is not willing to take over the works before the *completion date* | The *Employer* and Others will have access to the *works* during construction or prior to completion. Such access by the Employer and Others shall not relieve the *Contractor* from liability for the completion of the *works* in accordance with the Works Information and in terms of this contract. |
| **4** | **Testing and Defects** | |
| 42.2 | The *defects date* is | Twelve (12) months after Completion of the whole of the *works* |
| 43.2 | The *defects correction period* is | Two (2) weeks |
| **5** | **Payment** | |
| 50.1 | The *assessment interval* is | Four (4) weeks |
| 50.1 | The *currency of this contract* is the | South African Rand |
| 51.2 | The period within which payment is made is | Four (4) weeks after receipt of a valid tax invoice |
| 51.4 | The *interest rate* is | The prime lending rate of the Nedbank Bank. as determined from time to time |
| **6** | **Compensation events** | |
| 60.1 | The *weather measurements* to be recorded for each calendar month are | the cumulative rainfall (mm)<br>the number of days with rainfall more than 10 mm<br>the number of days with minimum air temperature less than 0 degrees Celsius |
| 60.1 | The place where weather is to be recorded (on the Site ) is | At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose |
| 60.1 | Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are | <table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>1</td><td>July</td><td>4</td></tr><tr><td>February</td><td>1</td><td>August</td><td>3</td></tr><tr><td>March</td><td>2</td><td>September</td><td>2</td></tr><tr><td>April</td><td>2</td><td>October</td><td>2</td></tr><tr><td>May</td><td>3</td><td>November</td><td>2</td></tr><tr><td>June</td><td>3</td><td>December</td><td>1</td></tr></table> |
| **7** | **Title** | No data required for this section of the *conditions of contract* |
| **8** | **Risks and Insurance** | |
| 84.1 | The *Employer* provides these insurances | Refer to the Insurance Clauses which is attached at the end of the Contract Data |
| 84.2 | The *Contractor* provides the insurance stated in | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued. |

| | | |
|---|---|---|
| | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 |
| **9** | **Termination** | No data required for this section of the *conditions of contract* |
| **10** | **Data for Main Options** | |
| **B** | Priced contract with Bill of Quantities | |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is | The person appointed jointly by the parties from the list of adjudicators contained below |
| W1.2 | The *Adjudicator nominating body* is | The current Chairman of Johannesburg Advocate's Bar Council |
| W1.4 | The *tribunal* is | Arbitration |
| W1.4 | If the *tribunal* is arbitration, the arbitration procedure is | The *arbitration procedure* is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa) |
| 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** | |
| **X7** | **Delay Damages** | |
| | Delay damages of the *works* are | Amount per day is 0.05%, to the maximum of 10% of the Contract value |
| **X13** | **Performance bond** | |
| X13.1 | The amount of the performance bond is | 10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract. |
| **X16** | **Retention** | |
| X16.1 | The *retention percentage* is | 5% of the Contract value. |

| | | |
|---|---|---|
| **X18** | **Limitation of Liability** | |
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |
| X18.2 | For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to | The Total liability incurred and/or damages suffered to the Employer's Property |
| X18.3 | The *Contractor's* total liability to the<br>Employer for defects due to his design<br>which are not listed on the Defects Certificate is limited to | The Total liability incurred and/or damages suffered to the Employer's Property |
| X18.4 | The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.<br><br>The e excluded matters are amounts payable by the Contractor as stated in this contract for<br><br>- Loss of or damage to the Employer's property,<br>- Delay damages,<br>- Defects liability,<br>- Insurance liability to the extent of the Contractor's risks<br>- loss of or damage to property (other than the *works*, Plant and Materials),<br>- death of or injury to a person;<br>- damage to third party property; and<br>- infringement of an intellectual property right |
| **Z** | **The *Additional conditions of contract* are** | **Z1 – Z20** |
| | **Amendments to the Core Clauses** | |
| **Z1** | **Interpretation of the law** | |
| **Z1.1** | **Add to core clause 12.3:**<br>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. | |
| **Z2** | **Providing the Works:** | |

| | |
|---|---|
| **Z2.1** | **Delete core clause 20.1 and replace with the following:**<br>The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose |
| **Z3** | **Other responsibilities:** |
| | **Add the following at the end of core clause 27:** |
| **Z3.1** | The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date |
| **Z3.2** | The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs. |
| **Z4** | **Extending the defects date:** |
| | **Add the following as a new core clause 46:** |
| **Z4.1** | If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works* |
| **Z4.2** | If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced |
| **Z4.3** | The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data |
| **Z5** | **Termination** |
| **Z5.1** | **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated or steps are taken to initiate business recue proceedings"**.** |
| | **Amendment to the Secondary Option Clauses** |
| **Z6** | **Performance Bond** |
| **Z6.1** | **Amend the first sentence of clause X13.1 to read as follows:**<br>The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data. |
| **Z6.2** | **Add the following new clause as Option X13.2:**<br>The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period.* If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period.* If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security |
| **Z7** | **Limitation of liability:** |
| | **Insert the following new clause as Option X18.6:** |
| **Z7.1** | The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 |

**Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

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

| | |
|---|---|
| **Z9** | **Joint and several liability** |
| **Z9.1** | If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract. |
| **Z9.2** | The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf. |
| **Z9.3** | The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*. |
| **Z10** | **Ethics** |
| **Z10.1** | The *Contractor* undertakes: |
| **Z10.1.1** | not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract; |
| **Z10.1.2** | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. |
| **Z10.2** | The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. |
| **Z10.3** | If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1. |
| **Z11** | **Confidentiality** |

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

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

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

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

**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.

**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 reyneke@duma.nokwe.co.za |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za |

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

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 reyneke@duma.nokwe.co.za |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za |

**Z17** **Notification of a compensation event**

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

**Z18** **BBBEE Certificate**

**Z18.1** The *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.

**Z19** **Communication**

**Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more

**Z19.2** The *Project Manager* 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 *Contractor* agrees to the following:

**Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

## PART C1.2b CONTRACT DATA

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

| Clause | Statement | Data |
|---|---|---|
| 10.1 | The Contractor is (Name):<br>Address:<br><br>Telephone No.<br>Fax No. | |
| 11.2 | The *working areas* are | Only the Site Area. See C4 'Site Information' |
| 24.1 | The *Contractor's Key people* are: | **CV's to be appended to Tender Schedule** |
| | Name:<br>Job:<br>Responsibility:<br>Qualifications:<br>Experience: | |
| | Name:<br>Job:<br>Responsibility:<br>Qualifications:<br>Experience: | |
| | Name:<br>Job:<br>Responsibility:<br>Qualifications:<br>Experience: | |

Name:

Job:

Responsibility:

Qualifications:

Experience:

| | | |
|---|---|---|
| 11.2 | The *completion date* is | XX |
| 11.2 | The following matters will be included in the Risk Register | • Existing Services<br>• Access to Site<br>• Delay in supply of material and/or equipment<br>• Progress of the works against the program<br>• Travelling public and ACSA stakeholders |
| 11.2 | The *Works Information* is in | Part C3 'Scope of Works' section of this contract |
| 31.1 | The programme identified in the | XX |

## Part C1: Agreements and Contract Data

## C1.3: Form of Guarantee

## PRO FORMA FOR PERFORMANCE BOND

## PERFORMANCE BOND

**[TO BE REPLICATED ON BANK'S LETTERHEAD]**

Brief description of contract……..

Name and address of Beneficiary.....

…….. (whom the contract defines as the Contractor).

We, the undersigned ..... and..... in our capacities as Guarantor's..... of …….. **(Registration Number: ….)** (hereinafter called "the Bank") have been informed that …… hereinafter called the 'Principal') is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we ……..(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of ……(the "Guaranteed Amount") upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank's liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank's obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa

Signed at _____ on _____20….

For:
**Registration Number:**

_____

**Name & Position**

As witnesses:

1. _____

2. _____

## PART C1: AGREEMENTS AND CONTRACT DATA

**[EACH AIRPORT TO CONFIRM WITH SAFETY DEPARTMENTS WHETHER THERE IS ADDITIONAL SAFETY DOCUMENTATION TO BE ATTACHED THAT CONTRACTOR SHOULD BE AWARE OF]**

## C1.4: 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:**<br><br>**AIRPORTS COMPANY SOUTH AFRICA**<br>**KING SHAKA INTERNATIONAL AIRPORT** |
| **Physical Address:**<br>**Airport Company South Africa**<br>**King Shaka International Airport**<br>**King Shaka Drive, La Mercy, 4405** |

**Hereinafter referred to as "Client"**

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

**Hereinafter referred to as "the Mandatary/ 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. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatary undertakes to comply with:

**INSURANCE**

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

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

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.

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

**FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

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

(Warrant his authority to sign)

_____ _____

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

**AIRPORT COMPANY SOUTH AFRICA**

# PART C1: AGREEMENTS AND CONTRACT DATA

## C1.5: ACSA INSURANCE CLAUSES

**INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS**

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

**1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))**

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

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

**Section 1 Of The Policy – Contract Works**

**Contract Works Insurance** for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warrantees ;

***Open Trench Limitation***

*In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.*

***Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)***
*In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.*

**Section II of the Policy – Contractors Public Liability**

**Public Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property(other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

**Section III of the Policy – Removal Of Lateral Support Liability**

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

**b.** **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during

the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website http://www.sasria.co.za/ which notes the covers and policy exclusions.

**c)** **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

**d)** **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be ***R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

****The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.***

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1. 2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which 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.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

**Section 1 Of The Policy – Contract Works**

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

**Section 2 Of The Policy – Contractors Public Liability**

**R75,000** each and every claim in respect of Property Damage.

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

**b) Contract Works SASRIA**

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence .

**c) Aviation Liability Insurance** ;

In respect of each and every loss or damage or injury – **R300 000.**

**d) Design & Construct Professional Indemnity Insurance**

a) In respect of contracts under R50 million at award – **R5,000,000.**
b) **In respect of contracts over R50 million at award – R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance 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 and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A" ).

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400
M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

**j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

**2. Insurance Effected by the Contractor.**

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor :**

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and 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.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) **Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

***Cover*** : Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

***Sum Insured***: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 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.

2.4 **Sub-Contractors.**

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

**APPENDIX A**

**CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY**

**Send to : Airports Company South Africa**

*.....
.....
.....
.....
.....
.....

**E-Mail The Following People :**

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

***** (Please provide name of contracting company, site address, telephone numbers and e-mail address).

**RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM**

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

---

How did the loss occur (cause) ? _____

---

---

Details and nature of loss or damage to Contract Works _____

---

---

Details of other property damaged _____

_____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R_____

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person_____

Email Address of Contact Person_____

## PART C2: PRICING DATA

**A. Safety File, Preliminaries and Provisional Costs**

| # | Description | Unit | Qty | Rate (Excl. VAT) | Total cost (Qty x Rate) |
|---|---|---|---|---|---|
| 1. | Safety File (OHS Act Compliance, Safety Training Certificates, Medicals, etc.) | Each | 1 | R | R |
| 2. | Permits and Induction (to be paid on proven costs with no mark-up) – Provisional | Prov. | 1 | | R 20 000.00 |
| 3. | Vehicle Access Requirements (Amber Strobe Light, Reflective Strip, decals) – Provisional, based on proven costs | Prov. | 1 | | R 20 000.00 |
| 4. | Site Establishment | Sum | 1 | R | R |
| | | | | **Total Cost A (Excluding VAT)** | **R** |

**B. Equipment Spare Parts, and Mark-Up**

The inserted amount *Z* is for budgeting purposes only. All PCA units, materials and parts required for the Works, whether specified in this document or not, will be procured on the basis of third-party supplier quotations approved by ACSA. The final capacity, quantity and specification of the PCA units and associated materials will be confirmed by the Project Manager. The total mark-up amount in this table is not guaranteed, but the mark-up percentages tendered will be applied to the approved third-party quotations, and the Contractor will be held accountable to the mark-up filled in this table. The mark-up will be applicable to the total of the third-party quotation, not to a single line item in a quotation. Bidder to complete:

| Value of Item or Services | Mark-Up Percentage *Y* (To be filled in by the Contractor) | Materials amount for budget purposes *Z* | Total mark-up values budgeted (To be filled in by the Contractor) = (Z x Y) + Z |
|---|---|---|---|
| R0 - R2,000 | % | R 100 000.00 | R |
| R2,001 - R5,000 | % | R 200 000.00 | R |
| R5,001 - R10,000 | % | R 300 000.00 | R |
| R10,001 - R50,000 | % | R 400 000.00 | R |
| Over R50 000 | % | R 600 000.00 | R |
| **Total Cost B: PCA Units, Materials and Parts plus Mark-Up Amount (Excluding VAT)** | | | **R** |

*This section covers, but is not limited to: ground mounted PCA units including associated auxiliary equipment; mounting bases with vibration isolation; coil anti-corrosion treatment and anti-rust for body panels; electrical wiring and fittings; piping, piping insulation, ducting and fittings; galvanized steel, cable and pipe trays; fasteners and consumables; and any other parts required to complete the Works.*

*All items will be paid on proven cost (approved third-party quotation and supplier invoice) plus the tendered mark-up. The mark-up shall include all labour for delivering and handling, driver fees, and all other costs associated with bringing the*

*items onsite. There will be no additional cost paid by ACSA to the Contractor for hiring of construction equipment, power tools, plant, labour and vehicles/bakkies for this purpose.*

**C. Project Execution and Management**

| # | Description | Unit | Qty | Rate (Excl. VAT) | Total cost (Qty x Rate) |
|---|---|---|---|---|---|
| 1. | Detailed Design** | Sum | 1 | R | R |
| 2. | Installation*** | Sum | 1 | R | R |
| 3. | Testing and Commissioning | Sum | 1 | R | R |
| | | | | **Total Cost C (Excluding VAT)** | **R** |

***This item includes all costs associated with the execution of the detailed design, including engineering labour, design calculations, drawings, reports, specifications, site investigations, design reviews, software, consumables, equipment, transport, and travel. No additional payment will be made by ACSA to the Contractor for any resources, labour, equipment, travel, software, or services required to complete the detailed design.*

****This item includes the use of all labour, supervision, consumables, materials, hand tools, power tools, plant, equipment, lifting equipment, transport, vehicles/bakkies, supports, brackets, fixings, anchor bolts, cable trays, conduits, trunking, pipe supports, galvanized steelwork, foundations/plinths, connections, interfaces, integration works, and all other resources required for the complete installation of the Works in accordance with the specifications and drawings. The rate shall include all activities necessary to deliver a fully installed and operational system. There will be no additional cost paid by ACSA to the Contractor for the hiring or use of labour, materials, equipment, tools, plant, transport, vehicles/bakkies, or any other resources required to execute and complete the installation works.*

**D. Training**

| # | Description | Unit | Qty | Rate (Excl. VAT) | Total cost (Qty x Rate) |
|---|---|---|---|---|---|
| 1. | Operations Training | Sum | 1 | R | R |
| 2. | Maintenance Training | Sum | 1 | R | R |
| | | | | **Total Cost D (Excluding VAT)** | **R** |

**E. Documentation**

| # | Description | Unit | Qty | Rate (Excl. VAT) | Total cost (Qty x Rate) |
|---|---|---|---|---|---|
| 1. | Operation and Maintenance manuals for the PCA-to-PLB cooling installation | Sum | 1 | R | R |
| 2. | As-built drawings, ducting layouts, electrical records and controls documentation | Sum | 1 | R | R |
| 3. | CoC Gas | Sum | 1 | R | R |
| 4. | CoC Electrical | Sum | 1 | R | R |
| 5. | Commissioning and Handover Documents | Sum | 1 | R | R |
| | | | | **Total Cost E (Excluding VAT)** | **R** |

**PRICING SUMMARY**

| Item | Description | Total cost |
|---|---|---|
| A | Safety File, Preliminaries and Provisional Costs | R |
| B | Equipment Spare Parts, and Mark-Up | R |
| C | Project Execution and Management | R |
| D | Training | R |
| E | Documentation | R |
| **Total Cost (Excluding VAT)** | | **R** |
| Add 10% Contingency | | R |
| **Total Cost including Contingency (Excluding VAT)** | | **R** |
| VAT @ 15% | | R |
| **Total Cost (Including VAT)** | | **R** |

*The 10% contingency is calculated on the Total Cost (Excluding VAT) of Sections A to E. It is a provisional allowance controlled by ACSA and will only be expended on the written instruction of the Project Manager, against proven costs.*

**ADHOC LABOUR RATES**

*Note: These costs are for information purposes and are not to be included in the Pricing Summary.*

- Bidders to provide the following labour rates that will be applied to ad hoc works.
- All rates to exclude VAT. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.
- Labour rates shall include travelling, accommodation, admin and fees on overheads, PPE, tools allowances, all personnel insurance, holidays with pay and incentive bonuses.

| ITEM | Rate per hour (Excl. VAT) |
|---|---|
| Mechanical Engineer | R |
| Electrical Engineer | R |
| Refrigeration Technician | R |
| Instrumentation Technician | R |
| Artisans | R |

The Employer reserves the right to negotiate labour rates post submission of bids or during the price negotiation stage.

**PCA UNIT RATES**

*Note: These rates are for information and evaluation purposes and are not to be included in the Pricing Summary. PCA units will be procured and paid in accordance with Section B. The final capacity, quantity and specification of the units will be confirmed by the Project Manager.*

- Bidders to provide a rate per unit for the supply and delivery to site of each PCA unit type below, including all associated auxiliary equipment.
- Rates to exclude VAT and installation (installation is priced under Section C).
- Bidders to state the make and model offered and attach the manufacturer's technical data sheet for each unit type.

| # | Nominal cooling capacity | Make and model offered | Rate per unit (Excl. VAT) |
|---|---|---|---|
| 1. | | | R |
| 2. | | | R |
| 3. | | | R |
| 4. | | | R |

## PART 3: SCOPE OF WORK

| Document reference | Title | No of pages |
|---|---|---|
| | This cover page | 1 |
| C3.1 | *Employer*'s Works Information | |
| C3.2 | *Contractor*'s Works Information[1] | |
| | Total number of pages | |

*Develop Scope of Work using guidance provided .Note that this document is merely a guideline of what to include in the scope of work. The contract manager will be required to apply his / her mind and delete or add any information required, depending on the nature of the works. Where the contract requires information to be included in the scope of works, the relevant heading will contain a footnote indicating that the information is compulsory. Complete this document by replacing the guidance notes in [square brackets] with the relevant information. When the document is complete, delete this note and ALL footnotes.*

*For further guidance refer to guidance notes on CIDB website: http://www.cidb.org.za/procurement/procurement_toolbox/overview/contract_sec/default.aspx*

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[1] Insert at award stage or delete if not applicable. Delete this note once a selection is made.

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## C3.1: EMPLOYER'S WORKS INFORMATION

### 1. Description of the works

#### 1.1. General Description

This project comprises the investigation, design, supply, installation, integration, testing and commissioning of Preconditioned Air (PCA) systems for the cooling of Passenger Loading Bridges (PLBs) at King Shaka International Airport (KSIA).

King Shaka International Airport experiences high ambient temperatures and humidity levels during summer months, with temperatures reaching approximately 35°C. The existing cooling systems installed within the Passenger Loading Bridges consist of split-unit air-conditioning systems rated at approximately 48,000 BTU/h. These systems have proven inadequate under peak operating conditions, resulting in passenger discomfort and visible condensation within the bridges.

Preconditioned Air (PCA) units are primarily utilised to provide conditioned air to parked aircraft when aircraft engines and onboard environmental control systems are not operating. The Employer intends to investigate and implement the use of PCA systems as an alternative means of cooling Passenger Loading Bridges. The project includes determining cooling requirements, assessing system suitability, and implementing all modifications required to provide reliable and effective cooling to selected Passenger Loading Bridges.

The Contractor shall provide all labour, supervision, materials, equipment, plant, tools, transport and specialist services necessary to complete the Works in accordance with the Contract.

#### 1.2. Scope of the Works

The Works include, but are not limited to, the following:

1. Collection and analysis of temperature, humidity and airflow data within four selected Passenger Loading Bridges.
2. Assessment of the current cooling performance of the existing split-unit air-conditioning systems.
3. Determination of cooling load requirements for Passenger Loading Bridges under peak summer operating conditions.
4. Technical evaluation of PCA systems for use in Passenger Loading Bridge cooling applications.
5. Development of conceptual, preliminary and detailed engineering designs for the integration of PCA systems with Passenger Loading Bridges.
6. Design, supply and installation of all required mechanical, structural, electrical and control infrastructure.
7. Supply and installation of PCA units and associated equipment at selected four Passenger Loading Bridges

8. Pilot implementation, testing or demonstration installations, where required by the Employer, to confirm the suitability and effectiveness of the proposed solution.
9. Functional testing, commissioning and performance verification of the complete installation, including:
    a. Temperature control
    b. Humidity control
    c. Cooling comfort
    d. Condensation reduction
    e. System reliability and operational functionality
10. Provision of all operating, maintenance and asset documentation.
11. Provision of as-built drawings, operating and maintenance manuals, commissioning reports

## 2. Interpretation and terminology

| Abbreviation | Meaning given to the abbreviation |
|---|---|
| ACSA | Airports Company South Africa SOC Limited |
| PCA | Preconditioned Air Unit |
| PLB | Passenger Loading Bridge |
| | |

## 3. Contract Management Management meetings

The Contractor will be expected to attend meetings relating to the project, maintenance, operation's, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings. Either party will nominate a person to take minutes of the meeting. The Minutes to be distributed prior to date of the next meeting. The Meeting to take place every Friday of the week at 12H00 unless pre-arranged by either party

### 3.2. Health and safety risk management

1. The Project Manager shall be entitled to fine the Contractor low service damages 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.

2. 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.

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

4. 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.

5. 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 Project Manager.

6. The Contractor shall be registered and in good standing with the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 (as amended). Proof of registration and a valid Letter of Good Standing shall be provided on request..

7. 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

8. 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.

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

10. 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.

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

12. 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.

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

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

15. At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. In cases where the project is for the replacement or refurbishment of the Sprinkler System, care must be taken to prevent fire hazards.

**16.** The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

### 3.3. Environmental constraints and management

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

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

### 3.4. Quality assurance requirements

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

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.

3.5. **Programming**

The Contractor shall provide the project schedule to the Project Manager, detailing all key dates to the projects, i.e., forecast start, forecast finish etc. The contractor to take note that the airport is an international airport and remains open until 22:30 or until the last flights landing or departure.

3.6. **The *Contractor*'s Personnel**

The contractor to attach organogram of the company as well as the organogram for personnel for this project

3.7. **Insurance provided by the *Employer***

Refer to the contract Data.

3.8. **Provision of bonds and guarantees**

Without limitation to the Employer's rights under the Contract, 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 *Project 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.

3.9. **Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor***

Invoices shall be supplied on email as electronic copies to the Project manager. Payments to be made upon proven costs and work completed as per the bill of quantities. The contractor to keep register for all employees on site on daily basis. All project related incidents and instruction must be kept by the contractor at the site office to be provided by the employer. All records to be handed over to the employer at the completion of the project. All drawings and sketches provided by the employer to be returned at the end of the contract

3.10. **Training workshops and technology transfer**

In the event of mechanical and electrical project the Contractor shall provide training in the use and maintenance of the works or any associated transfer of technology from the Contractor to the Employer

## *4.* Engineering and design of the *worksEmployer*'s design

The layout of the PLBs and existing infrastructure

### 4.2. Parts of the *works* which the *Contractor* is to design[2]

The Contractor shall be responsible for the design and calculation, of the following:

- Assessment of the existing Passenger Loading Bridge cooling systems and associated infrastructure.
- Determination of the cooling load requirements of the Passenger Loading Bridges under operational conditions.
- Mechanical integration of PCA systems with the existing Passenger Loading Bridge infrastructure.
- Design of all ducting systems, supports, hangers, brackets and mechanical interfaces required for the installation.
- Design and sizing of condensate drainage and condensate management systems.
- Design of electrical power reticulation, protection systems, cable routes and control panels associated with the PCA installation.
- Design of control systems integration with existing systems where required.
- Design of any modifications to existing structures required to support the PCA equipment, ducting or associated services.
- Development of commissioning procedures and performance verification methodologies.
- Preparation of all design drawings, calculations, specifications and as-built drawings required for the Works.
- The Contractor remains responsible for the adequacy, completeness and fitness for purpose of all designs prepared under this Contract.

### 4.3. Procedure for submission and acceptance of *Contractor*'s design

Design reports and drawings to be submitted to the Project Manager. Design stages will be approved when the Project Manager certifies sectional completion of the design activity

### 4.4. Use of *Contractor*'s design

The As-Built Drawings will be handed over to ACSA. 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. Refer to Z14.

### 4.5. Equipment required to be included in the *works*[3]

[2] **The information in this section is required by the contract. Do not delete.**

The contractor may use any electrical equipment or tool to ensure the proper completion of works. The list of all tools to be used onsite to be presented as the part of safety file including the safe operating procedures for those tools.

### 4.6. As-built drawings, operating manuals and maintenance schedules

The contractor to provide As-built drawings, operating manuals and maintenance as stated in the Bill of Quantities as the part of the hand-over documentation.

## 5. Procurement

### 5.1. Personnel:

The contractor to list of resources that are to be on site for this contract. A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager. The following are the key personnel:

- Refrigeration Mechanic
- Mechanical Engineer

### 5.2. Subcontracting

#### *5.2.1. Preferred subcontractors*

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

#### *5.2.2. Limitations on subcontracting*

The Contractor may not subcontract more than 20% of the Works.

### 5.3. Plant and Materials

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

The contractor to ensure that all plant and material meets minimum safety standard and are fit for purpose. All the costs related to collection, delivery, storage, inspection, care, and control of plant

[3] **The information in this section is required by the contract. Do not delete.**

and Materials must be for the contractor. “all other Plant and Materials are to be provided by the Contractor”

### *5.3.2. Contractor’s procurement of Plant and Materials*

All plants and material purchased by the contractor will be the retained by the contractors at the end of the contract, unless paid for by the employer. All hired equipment will be at cost plus mark up.

## 5.4. Tests and inspections before delivery

Factory Assessment Testing (FAT) shall be done between the OEM and the Contractor representing the employer. The Project Manager shall form part of the tests and be provided with testing schedule. A proof of Factory testing will be required prior the delivery of material.

## 5.5. Marking Plant and Materials outside the Working Areas[4]

The Contractor is to “mark” Plant and Materials which is outside the Working Areas if they are to be paid for before delivery to the Working Areas, as required by core clauses 70.1 and 71.1

## 5.6. *Contractor*’s Equipment (including temporary works)

Contractor equipment and material to be safely secured at all times especially when not used on the airside.

# 6. Construction

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

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Communicating with current service provider in order to reduce risk to passenger loading bridges
- Providing access to other contractors
- Removing scrap from site
- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares.

[4] **The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’.**

The Project Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

## 6.1. Temporary works, Site services & construction constraints

### *6.1.1. Employer's Site entry and security control, permits, and Site regulations*

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

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits 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 the Employer if a permit request is refused.

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

| **Permit** | **Required by/for** | **Department** |
|---|---|---|
| AVOP – Airside Vehicle Operator permit | All drivers of vehicles on airside | ACSA Safety |
| Airside Vehicle Permit | All vehicles that enter airside | ACSA Safety |
| Basement Parking permit | All vehicles allowed to enter the delivery basement | ACSA Parking |

### *6.1.2. Restrictions to access on Site, roads, walkways and barricades*

The contractor to take full responsibility of access to their area of work and ensure that OHS act is adhered to, in terms of access records and barricades.

### *6.1.3. People restrictions on Site; hours of work, conduct and records*

The contractor to make sure that records of people entering the construction site is well managed in terms of the safety and OHS standard.

### *6.1.4. Title to materials from demolition and excavation*

All materials arising from demolition, removal and dismantling activities remain the property of the Employer unless otherwise instructed by the Project Manager.
No materials may be removed from Site by the Contractor without the prior written approval of the Project Manager.

### *6.1.5. Contractor's Equipment*

The contractor to keep records of all equipment, its record of service and purchase date on site

### *6.1.6. Equipment provided by the Employer*

Passenger Loading Bridges and existing infrastructure

### *6.1.7. Site services and facilities provided by the Employer*

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water. The Contractor shall provide everything else necessary for Providing the Works

### *6.1.8. Facilities provided by the Contractor*

All measuring tools material and other material specified in the bill of quantities, consumables, tools, and equipment required to execute the project. The facilities the Contractor is to provide their own accommodation, storage, vehicles, and office equipment. all facilities provided by the contractor at their own cost should the property of the contractor unless paid for by the employer. setting out of the works

## 6.2. Existing premises, inspection of adjoining properties and checking work of Others

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

### *6.2.1. Setting out of the works*

The Contractor shall be responsible for the setting out of the Works and for verifying all dimensions, levels, coordinates and site conditions necessary for the execution of the Works.

Prior to commencing any work, the Contractor shall verify all relevant information on Site and shall promptly notify the Project Manager of any discrepancies, omissions or conflicts identified.

The Contractor shall be responsible for the accuracy of all setting out and shall rectify, at his own cost, any errors arising from incorrect setting out.

The Contractor shall ensure that the Works are executed in accordance with the accepted drawings, specifications and requirements of the Contract.

### *6.2.2. Site conditions and requirements*

Safety measures to be adhered to according OHS Act. Adhere to ACSA airside safety requirements regarding equipment, vehicles, and personnel operating on the airside.

Full risk analysis on working on height, next to aircraft and airside and mitigation thereof to considered as part of safety file requirements.

Contractor to ensure that other Underground services, other existing services, cable and pipe trenches and covers are identified to prevent any disruption to these services due to contractor's activities.

Contractor to take necessary steps to control noise, dust, water and waste during his/her activities onsite.

#### *6.2.3. Construction requirements*

Installation and decommissioning procedure to be provided by the Contractor and approved by the Employer (Project Manager). The program to clearly show sequence of activities, timelines, and resource allocations.

### 6.3. Completion, testing, commissioning and correction of Defects

#### *6.3.1. Work to be done by the Completion Date*

All work is to be done by the Contractor shall be completed by the Completion Date

The *Project Manager* cannot certify Completion until all the work except that listed above has been completed and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

#### *6.3.2. Use of the works before Completion has been certified*

Core clause 35.2 provides that the Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works except if the use is for a reason stated in the Works Information. The reasons referred to in core clause 35.2 are stated in this section

#### *6.3.3. Materials facilities and samples for tests and inspections*

The contractor to present the product sample to the Project Manager prior the installation and submit the relevant factory test certificates.

### 6.4. Commissioning

The contractor to submit the commission procedures and plan to the Project Manager for approval. The commissioning procedure and plans will be adhered to during commissioning.

### *6.4.1. Start-up procedures required to put the works into operation*

The contractor to ensure that he complies with all ACSA security, safety, environmental and operational requirements prior to the commencement of works complete accordingly.

### *6.4.2. Take over procedures*

The works will be handed over partially or fully once commissioned and certified by Project Manager. The commissioning should be witnessed by both ACSA representative and the contractor representative.

### *6.4.3. Access given by the Employer for correction of Defects*

The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted. Performance tests after Completion

### *6.4.4. Performance tests after Completion*

Contractor to ensure all necessary tests and calibrations are conducted and submit all reports to the Employer.

### *6.4.5. Operational maintenance after Completion*

Maintenance manuals and training will be provided by the contractor on completion of works.

## 7. Plant and Materials standards and workmanship

Investigation, survey and Site clearance

Building works

Product specification and installation standard to be compliant with the standard stated above in the Scope of Works

Civil engineering and structural works

As per Scope of Work

Electrical & mechanical engineering works

As per Scope of Work

Process control and IT works

As per Scope of Work

8. **List of drawings**

2.1. Drawings issued by the *Employer*

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

| Drawing number | Revision | Title |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## C3.2 *CONTRACTOR*'S WORKS INFORMATION

*[This section of the Works Information will always be project-specific depending on the nature of the works. In this section, include information such as the Contractor's design and Plant and Materials specifications and schedules etc]*

## PART C4: SITE INFORMATION

| Document reference | Title | No of pages |
|---|---|---|
| | This cover page | 1 |
| C4 | Site Information | |
| | Total number of pages | |

### Description of the Site and its surroundings

### General description

The sites are located on the airside at King Shaka International Airport. This is a restricted area with stringent access control measures put in place. The Contractor is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.




**C4.1 Satellite View of the Airport**

**Existing buildings, structures, and plant & machinery on the Site**

The existing building and structure are as follows:

- The Terminal building
- The Alpha Passenger Loading Bridges
- The Apron stands

**Permits**

- The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.
- The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.
- The Contractor shall have no claim against ACSA if a permit request is refused.
- No work shall be done without a written permission in the form of a permit/works order. 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
- The following table is not all inclusive, but is provided for illustration purposes:

| Permit | Required by/for | Department |
|---|---|---|
| AVOP – Airside Vehicle Operator permit | All drivers of vehicles on airside | ACSA Safety |
| Airside Vehicle Permit | All vehicles that enter airside | ACSA Safety |
| Basement Parking permit | All vehicles allowed to enter the delivery basement | ACSA Parking |
| Personal permit | All persons employed on the airport | ACSA Security |
| Cell phone permit | All persons taking cell phones to airside | ACSA Security |
| Laptop 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 |
| Airside Projects/Works Permit | For all projects on the airside | ACSA Airport Operations / Safety |
| Low/Medium Voltage Permit to Work | For all work on substations, distribution boards and cables | ACSA Electrical Maintenance |

**Vehicle Permit (Permanent permits – for the duration of the project):**

- The disc must be up to date
- Public Liability Up to date
- Vehicle certificate of Registration
- Ensure that the lifespan of the vehicles (Light commercial passenger vehicles (up to twelve (12) passengers)) does not exceed the following limits: maximum age eight (8) years
- Reflective strip on the vehicle 80% covered

- Decal x3 - one on the left and right front doors and one on the top (font size min 200mm high). Code can be the first three letters of the company name – E.g. For ACSA Vehicles Code can be **AC 01**
- Strobe light.
- The regular driver would need to have an AVOP on their permit when we complete the vehicle permits after the above has been sorted.

**Cell phones and two-way radios**

- Use of cell phones are not permitted unless the user is in possession of an appropriate Airport permit for the device.
- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

**Subsoil information**

N/A

**Hidden services**

Underground services may be present within the work area, including water pipelines, electrical power cables, and communication/telecommunication cables. All cables shall be assumed to be live unless confirmed otherwise. Personnel and equipment shall operate with due care to avoid contact with or damage to existing underground services during the execution of the works.

**Other reports and publicly available information**

N/A

# PART C5: ANNEXURES

## ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

This specification contains comprehensive occupational health and safety specifications.

LIST OF ABBREVIATIONS

ACSA Airports Company South Africa
GAR General Administration Regulations
GSR General Safety Regulations
OHSA Occupational Health and Safety Act 85 of 1993
OHSS Occupational Health and Safety Specification
SABS South African Bureau of Standards

### 1. INTRODUCTION

#### 1.1 Purpose of the Occupational Health and Safety Specification

The purpose of the OHSS is to assist Contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

#### 1.2 Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 37305 of 7 February 2014 as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended.

The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the Contractor.

### STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

#### 2.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on ACSA projects and those affected by the activities taking place in and around them.

## 2.2 Interpretations

### 2.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose pro-active controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through the Agents, as appointed, monitor that the Contractor complies with the requirements of the OHSA and will not prescribe to the Contractor how such compliance is achieved.

**Definitions**

The definitions used will be those set out in the Regulation Gazette No 37305 of 7 February 2014 with the following addition:

**ACSA:** Airports Company South Africa

**Hazard Identification and Risk Assessment and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**Health and Safety Management Plan:**

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

**Induction Training:**

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

**Risk:**

Means the probability or likelihood that a hazard can result in injury or damage.

**Site:**

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

**The Act:**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Regulations promulgated there under.

**Contractor:**

The Contractor terminology used in these specifications shall be deemed to cover Principal Contractor, Contractors and Subcontractors.

## 3. REQUIREMENTS AT TENDER STAGE

The Contractor shall make available the following with his completed tender:

A Preliminary Health and Safety Plan as described in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

## 4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Prior to the commencement of construction work but not later than 7 days after the award of the contract, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more.
- the use of explosives.
- construction work that will exceed 30 days or 300 person-days.
- excavation work deeper than 1,0 m: or
- working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Returnable Schedules (The Occupational Health and Safety Act) of the tender document. See Annexure A for a copy of the notification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

## 5. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

### 5.01 Background

In terms of the Construction Regulations [Regulation 5(1)(b)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 5(1)(k), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5(1)(l), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

### 5.02 Framework for an Occupational Health and Safety Plan

#### 5.02.1 Introduction

The Contractor must demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor is required to submit, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram – Tender Stage
- Quality Plan – Tender Stage
- Human Resources Plan – Tender Stage

- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation
- Commissioner or licensed compensation insurer – Tender Stage
- Proof of induction and other training of employees
- Example copies of minutes of previous Occupational Health and Safety Committee meetings and
- copies of Incident Investigation Reports.

### 5.02.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

#### 5.02.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

#### 5.02.2.2 Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subcontractors on site
- Handling design changes during the project
- Selection and control of subcontractors
- The exchange of Occupational Health and Safety information between all subcontractors
- Security
- Site induction and on site training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections.
- Incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate

## 6: APPOINTMENT OF SAFETY PERSONNEL

### 6.01 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.
The Contractor shall appoint a full-time Construction Supervisor, in writing, in terms of Regulation 8(1) of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where, justified by the scope and complexity of the works.

### 6.02 Construction safety officer

In terms of clause 8 of the Regulations the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of Quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract.

### 6.03 Health and safety Representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor shall appoint, in writing, a health and safety Representative whenever he has more than 20 employees in his employ on the works. The health and safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety Representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### 6.04 Health and safety committee

In terms of Sections 17, 18 and 19 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety Representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor's Representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

### 6.05 Competent persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

Risk assessment for construction work (Regulation 9);
Fall protection (Regulation 10);
Structures (Regulation 11);
Temporary works (Regulation 10);
Excavation (Regulation 13);
Demolition work (Regulation 14);
Tunneling (Regulation 15);
Scaffolding (Regulation 16);
Suspended platform operations (Regulation 17);
Rope access work (Regulation 18);
Material Hoists (Regulation 19);
Bulk mixing plants (Regulation 20);
Explosive actuated fastening devices (Regulation 19);

Cranes (Regulation 22);
Construction vehicle and mobile plant (Regulation 23);
Electrical installation and machinery on construction site (Regulation 24);
Use and temporary storage of flammable liquids on construction site (Regulation 25);
Water environments (Regulation 26);
Housekeeping and general safeguarding on construction sites (Regulation 27);
Stacking and storage on construction sites (Regulation 28);
Fire precautions on construction sites (Regulation 29); and
Construction employee's facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

## 7: PROJECT / SITE SPECIFIC REQUIREMENTS

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

### Health risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Exposure to hazardous substances and chemicals used on site.

### Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The
Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

**First Aid Boxes and First Aid Equipment**

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Contractors with more than five (5) employees shall supply their own first aid box. Contractors with more than ten (10) employees shall have a trained and certified First Aider on site at all times.

**Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Contractors are encouraged to provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

Lost or stolen;
Worn out or damaged.
Issued to temporary labour or staff.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

**Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: ‘no unauthorised entry’, ‘report to site office’, ‘site office’, ‘beware of overhead work’, ‘hard hat area’. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

**8: HEALTH AND SAFETY FILE**

The Principal Contractor shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall ensure that all other contractors open similar files in accordance with the Regulations.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project

- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

**Annexure B is a list of the records to be kept on site**.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

## 9: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

Hazards particulars to the contract
Identify what could go wrong and how
Identify the likelihood of this happening
Identify the persons at risk
Identify the extent of possible harm
Eliminating or reducing this risk
A monitoring plan
A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well. All risk assessments shall be updated and re-evaluated with any extra works or with any change to the scope of the works.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

## 10: ARRANGEMENTS FOR MONITORING AND REVIEW

The Client and/or Agent will conduct a Monthly, or at greater frequency, Audit to audit compliance with Construction Regulation 5(1)(n) and (o) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C will be used as format when conducting the audit.

**The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.**

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

**11: MEASUREMENT AND PAYMENT**

The Contractor shall ensure that the sum of the amounts of the four items shall not be less than 1% of the Work Value of the Tender (Total: Schedule A).

**Item**
**Unit**

**C11.01 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations**……....lump sum

The full amount will be paid in one instalment only once:-

(a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
(b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
(c) The Client has approved the Contractor's Health and Safety Plan.
(d) The Contractor has set up his Health and Safety File.

**Item**
**Unit**

**C11.02 Contractor's time-related obligations in respect of the Occupational Health and Safety Act and Construction**

**Regulations**……..month

The tendered rate shall represent full compensation for that part of the Contractors general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per month only after payment for item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.

**Item**
**Unit**

**C11.03 Provision of full time Construction Safety Officer** ……..month

The tendered sum shall include for the cost of a construction safety officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties. If a part time safety officer is appointed then the amount tendered will be prorated according to the amount of time spent on the project.

**Item**
**Unit**

**C11.04 Submission of the Health and Safety File** ……..lump sum

This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health

and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.

- **RECORDS TO BE KEPT ON SITE**
-

| ITEM | • CR | • RECORD TO BE KEPT | • RESPONSIBLE PERSON |
|---|---|---|---|
| 1. | 4(1) | Notification to Provincial Director – Annexure A Available on site | Contractor |
| 2. | 4(1)(m) | Copy of Principal Contractor's Health & Safety Plan Available on request | Client (Contractor) |
| 3. | 7(1)(d) | Copy of Principal Contractor's Health & Safety Plan<br>As well as each Contractor's Health & Safety Plan<br>Available on request | Principal Contractor |
| 4. | 7(2)(b) | Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations<br>Available on request | Contractor |
| 5. | 7(1)(e) | Consolidated Health & Safety File handed to Client on completion of Construction work.<br>To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure. | Contractor |
| 6. | 7(1)(f) | Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done<br>Included in Health & Safety file and available on request | Contractor |
| 7. | 8(5) | Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6(6)] at design stage or on the Health & Safety Plan | Contractor |
| 8. | 9(6) | Risk Assessment<br>Available on site for inspection | Contractor |
| 9. | 7(7) | Proof of Health & Safety Induction Training | Every Employee on site |
| 10. | 10(3) | Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)] | Contractor |
| 11. | 9(2)(b) | Inform Contractor in writing of dangers and hazards relating to construction work | Designer of Structure |
| 12. | 11(1)(c) | All drawings pertaining to the design of structure<br>On site available for inspection | Contractor |
| 13. | 11(2)(a) and (b) | Record of inspection of the structure [First 2 years – once every six (6) months, thereafter yearly] | Owner of Structure |
| 14. | 11(2)(c) and (d) | Maintenance records – safety of structure<br>Available on request | Owner of Structure |
| 15. | 12(3)(c) | Drawings pertaining to the design of formwork/support work structure<br>Kept on site, available on request | Contractor |
| 16. | 13(2)(h) | Record of excavation inspection<br>On site available on request | Contractor |
| 17. | 17(11) | Suspended Platform inspection and performance test records<br>Kept on site available on request | Contractor |
| 18. | 19(8)(c) | Material Hoist daily inspection entered and signed in record book kept on the premises | Contractor |
| 19. | 19(8)(d) | Maintenance records for Material Hoist<br>Available on site | Contractor |

| ITEM | • CR | • RECORD TO BE KEPT | • RESPONSIBLE PERSON |
|---|---|---|---|
| 20. | 18(9) | Records of Batch Plant maintenance and repairs<br>On site available for inspection | Contractor |
| 21. | 19(2)(g)(ii) | Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return | Contractor |
| 22. | 21(1)(d) | Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant | Contractor |
| 23. | 22(d) | Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site | Contractor |
| 24 | | Copies of all appointments made in regard to safety supervisors and inspectors | Contractor |

**HAZARDOUS TASK IDENTIFICATION**

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

| MAIN TASK | SUB TASK |
|---|---|
| ACCOMMODATION OF TRAFFIC | Clashes between Airport Fire and Safety traffic and construction work |
| | Dust (from jet blast) |
| | Traffic speed |
| | Provision of safety equipment |
| | Working next to air traffic (noise and jet blast) |
| | Erection of signage and barricades |
| | |
| EXCAVATING | By manual labour |
| | By excavating equipment e.g. Milling Machine |
| | Excavating duct slots by electrical/pneumatic breakers |
| | |
| ELECTRICAL | Working with generators and lighting |
| | Temporary installations |
| | Dealing with services provided by others |
| | |
| FIRE | Use and placement of fire extinguishers |
| | Fire fighting |
| | Gas Screed heaters |
| | Hand held gas burners |
| | Notification of Fire & Safety |
| | |
| MISCELLANEOUS | Site Establishment |
| | Housekeeping |
| | General storage |
| | Movement of equipment |
| | Use of personal transport |
| | |
| WORKSHOPS | Use of small electrical tools |
| | Gas and Flame Cutting |
| | Welding |
| | Use of general workshop equipment |
| | Tyre repair |
| | Use of jacking and lifting apparatus |
| | |
| HAZADOUS MATERIALS | Petrol |
| To be added to as required | Diesel |
| Materials safety date sheets as required | Lubricants |
| | Cement and cement bags |
| | Road lime and lime bags |
| | Flammable materials |
| | Gas bottles |
| | |
| ANY OTHER DANGEROUS ACTIVITIES IDENTIFIED BY THE CONTRACTOR | |
| To be added by the Contractor at tender stage | a) |
| | b) |

**ANNEXURE B: ACSA CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN – EMS 050**

## 1. Background

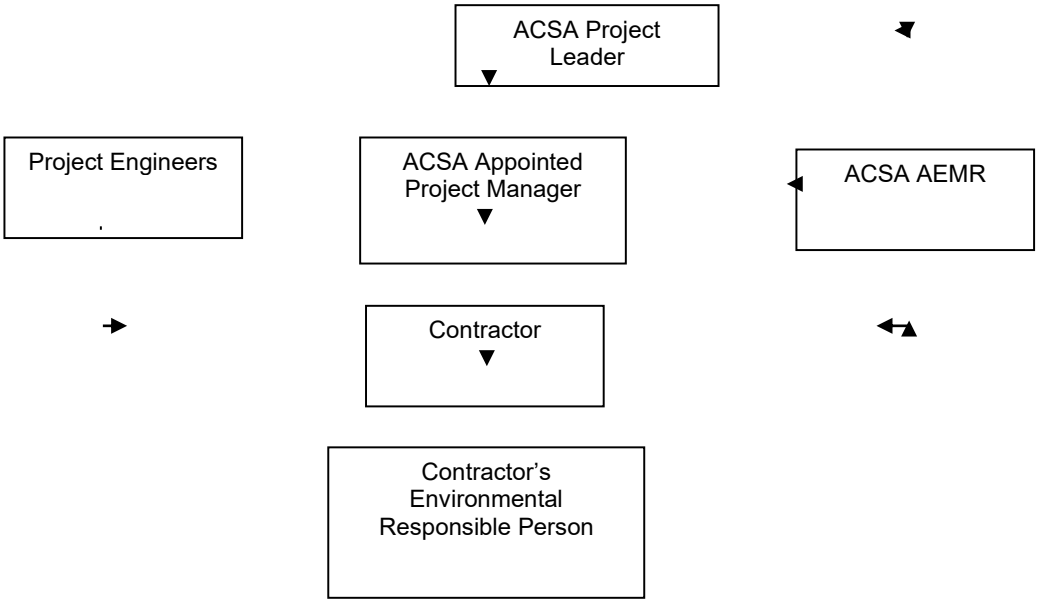
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

This EMP is provided to contractors at the tender stage to ensure all costs associated with this EMP can be appropriately costed.

## 2. Organisational Structure

It is essential that an organisational structure is established early in the construction phase of the project and that all parties concerned accept the structure. This identifies the responsibilities and the authority of the ACSA Project Leader, design team, Project Manager (PM), consulting engineers and the numerous contractors and sub-contractors.

Responsibility for the application of the construction phase EMP for the project starts with ACSA's Project Leader. The ACSA Project Leader will devolve this responsibility to the designated and appointed Project Manager to assume this task within his or her portfolio, who will in turn issue conformance instructions to the Contractor(s). The Contractor(s) will appoint an Environmental Responsible Person who will ensure that the requirements of the EMP are implemented by monitoring and auditing the performance of the Contractor. ACSA's AEMR (Airport Environmental Management Representative) shall play an oversight role and report on overall EMP compliance to the ACSA Project Leader.




### 2.1 ACSA Project Leader

This is an ACSA employee ultimately responsible for the overall success of a project. This person could be within the Commercial, Maintenance & Engineering, Projects or Airport Planning Department.

### 2.2 Project Manager (PM)

The PM is responsible for ensuring that on-site activities are undertaken in accordance with the requirements of the EMP. The PM will thus need to ensure that:

- This EMP is included in the contracted agreements issued to the contractor(s)
- Environmental Method statements requested by ACSA's AEMR are provided prior to construction
- Corrective action is implemented as required
- Appropriate records and information regarding compliance with the EMP requirements are maintained and made available to the AEMR
- Instructions as required by the AEMR are issued to the relevant contractor

### 2.3 Contractor

- The Contractor shall ensure that all employees, sub-contractors, suppliers, etc. are fully aware of and comply with the environmental issues and requirements detailed in this EMP
- The Contractor shall liaise closely with their Environmental Responsible Person and PM and will ensure that works on site are conducted in accordance with this EMP
- The Contractor is to have a copy of the EMP on site and be familiar with its contents
- The Contractor must ensure that all employees (permanent and temporary) and all sub-contractors that work on the site for longer than two days, receive Environmental Awareness Training prior to commencing work on site
- The Contractor shall appoint an Environmental Responsible Person in writing, and will forward this appointment to ACSA's AEMR
- Prior to construction commencement, the Contractor shall draft and submit written environmental method statements to ACSA's AEMR for approval, covering those activities which are identified (in this document and/or by the AEMR), as being potentially harmful to the environment

Environmental Method Statements indicate how compliance shall be achieved and environmental risk will be mitigated. The environmental method statement shall state clearly:

- Timing of activities
- Materials to be used
- Equipment and staffing requirements
- The proposed construction procedure designed to implement the relevant environmental specifications
- The system to be implemented to ensure compliance with the above; and
- Other information deemed necessary by the AEMR and Environmental Responsible Person.

Method statements shall be submitted at least five working days prior to expected commencement of work on an activity, to allow the AEMR time to study and approve the method statement. The contractor shall not commence work on that activity until such time as the method statement has been approved in writing by the AEMR.

Due to changing circumstances, it may be necessary to modify method statements. In such cases, the proposed modifications must be indicated and agreed upon in writing between the AEMR and Environmental Responsible Person. The AEMR and Environmental Responsible Person must retain records of any amendments and ensure that the most current version of any method statement is being used.

### 2.4 Contractor's Environmental Responsible Person

The Contractor shall appoint / designate an environmental responsible person to liaise with ACSA's AEMR and ensure that the requirements set out in this EMP are implemented. The Environmental Responsible Person shall:

- Develop a system to ensure that the EMP and Environmental Method Statements are effectively implemented;

- Audit this system so that he/she can demonstrate to the AEMR that the EMP and Environmental Method Statements are being effectively implemented;
- Ensure that Contractors staff, sub-contractors, suppliers etc. are aware of their requirements in terms of the EMP and that they adhere to the EMP.
- Ensure that responsible persons for sub-contractors or sub-contractors are designated to carry out the requirements of the EMP and Environmental Method Statements;
- Have sufficient authority to issue site instructions to the Contractors staff on their site.
- Ensure that the Contractor and his Subcontractors and his employees have received the appropriate environmental awareness training before commencing on site.
- Meet with the Contractor to discuss the implementation of and non-conformances with this document.
- Identify appropriate corrective action if non-compliance occurs or unforeseen environmental issues arise that require environmental management action.
- Keep a register of major incidents (spills, injuries, complaints, legal transgressions, etc.) and other documentation related to the EMP.
- Issue stop orders when required.
- Report to ACSA's AEMR any problems (or complaints) related to conformance with this document which cannot first be resolved in co-operation with the Contractor and/or his Subcontractors.
- Assist in finding environmentally acceptable solutions to construction problems.

**2.5 ACSA's AEMR shall:**

- Request, review and approve environmental method statements from the Contractor.
- Undertake regular inspections (at least monthly, and more frequently at the AEMR's discretion) of the site in order to check for compliance with method statements as well as specifications outlined in this EMP.
- Provide an audit report to the ACSA Project Leader.

## 3. Environmental Specifications

### 3.1 Location of camp and depot

- The Contractor's Camp and Materials Storage Area shall be located at a position approved by the AEMR. No site staff other than security personnel shall be housed on site.
- The Contractor shall provide water and/or washing facilities at the Contractor's Camp for personnel.
- The Contractor's Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

### 3.2 Demarcation of the site & access

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants, and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his own expense to the satisfaction of the AEMR.

Security and access to the site must be controlled at all times.

### 3.3 Traffic control & safety

Traffic control and safety shall be done in accordance with the South African Traffic Safety Manual, with the relevant signs, flagmen, barriers, etc. being provided at the various access points. Traffic control shall be done in co-operation with local traffic officials. All laws and regulations applicable on the public road system are enforceable on the construction site. Due to the activities involved in the construction phase, trucks and other related vehicles will be using the roads leading to the site. These vehicles will need to be roadworthy and abide by the speed limits. The Environmental Management Plan for the construction phase should monitor the impact on current traffic by additional construction vehicles to ensure noise, safety and dust issues are kept to a minimum.

### 3.4 Ablution facilities

The Contractor shall provide the necessary ablution facilities for all his personnel.

Chemical toilets shall be provided, with a minimum of one toilet per 15 persons. Toilets shall be easily accessible and shall be transportable. The toilets shall be secured to prevent them from blowing over, and shall be provided with an external closing mechanism to prevent toilet paper from being blown out. Toilet paper dispensers shall be provided in all toilets. Toilets shall be cleaned and serviced regularly by a reputable toilet servicing company. Toilets shall be emptied before long weekends and builders' holidays.

The Contractor shall ensure that chemicals and/or waste from toilet cleaning operations are not spilled on the ground at any time. Should there be repeated spillage of chemicals and/or waste (i.e. more than three incidents), the Contractor shall be required to place the toilets on a solid base with a sump at his own expense. Accumulations of chemicals and waste will have to be removed from the site and disposed at an approved waste disposal site or sewage plant.

Abluting anywhere other than in the toilets shall not be permitted. Repeated use of the veld or other areas for ablution purposes (i.e. more than three incidents) may result in the guilty party being given a spot fine. The Contractor shall also be responsible for cleaning up any waste deposited by his personnel.

### 3.5 Domestic wastewater

Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable conservancy tank. The Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. The Contractor shall employ a suitable qualified sub-contractor or the local authority to empty the conservancy tank.

### 3.6 Environmental training

According to the National Environmental Management Act (107 of 1998), any costs incurred to remedy environmental damage shall be borne by the person responsible for that damage; it is therefore critical that the contractors read and understand the requirements of this document and any succeeding documents pertaining to environmental requirements before construction commences. It is a requirement of the act that everyone takes reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner.

Training is fundamental to the successful implementation of the EMP. All personnel whose work may result in an impact on the environment must receive appropriate training in the environmental procedures to be followed. In this regard, the following must be fulfilled:

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The

Environmental Responsible Person may call upon the services of a specialist environmental education translator should this be required. Contractors, sub-contractors and all their staff must attend.

- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.

- All staff must be trained in emergency response procedures; attendance records must be filed and available on site.
- Environmental awareness posters are to be displayed on site. Environmental 'do's and don'ts' must be clearly illustrated. The posters shall use pictures to convey the intended message and any explanatory text will be in English and the local dialect.

### 3.7 Solid waste management

- Solid waste includes construction debris (e.g. packaging materials, timber, cans etc.) waste and surplus food, food packaging etc.
- The Contractor shall institute an on-site waste management system that is acceptable to the AEMR in order to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be extremely high.
- All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean-up of the site. This daily/weekly clean up shall be for the Contractor's account.
- The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is essential. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by his employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:

- Hazardous waste (including used oil, diesel, petrol tins, paint, bitumen, etc.);
- Recyclable waste (paper, tins, glass);
- General waste; and
- Reusable construction material

Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. The Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Environmental Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off-site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Contractor shall keep documentary proof of the safe disposal of all waste, which will be available for audit at all times and will also include the waste type and volume.

The Contractor is advised that spot fines for littering have been included in this document. Offenders found littering will be liable for the spot fine.

### 3.8 Protection of fauna and flora

All fauna and flora (unless alien) within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares.

### 3.9 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavations, the Contractor shall stop work immediately and inform the AEMR. The AEMR will inform the South African Heritage Resource Agency (SAHRA) and arrange for a palaeontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits.

### 3.10 Water pollution prevention & management

The Contractor shall prevent pollution of surface or underground water and shall comply with the Water Act, 36 of 1998, and any other national, provincial and local legislation regarding the prevention of water pollution, including the pollution of groundwater and any wetland on site.

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Ground contamination may hinder or prevent the re-establishment of natural vegetation. The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

Stormwater and/or groundwater may accumulate on site during the construction period and there is the potential for this water to be contaminated as a result of construction procedures. The Contractor shall ensure that this water does not become contaminated. Contaminated water (eg. cement washings, waste water from ablution or kitchen facilities etc.) shall be collected in a conservancy tank, removed from the site and disposed of in a manner approved by the AEMR.

### 3.11 Stormwater control

Contractors shall take reasonable measures to prevent erosion resulting from a diversion, restriction or increase in the flow of stormwater caused by the presence of their works, operations and activities. Any stormwater collected in bunded areas containing oils, fuels, chemicals or other potentially polluting substances shall be pumped out of the bund, collected in a suitable container and removed from the site for appropriate disposal.

Contractors shall provide adequate control measures to prevent stormwater damage and erosion during construction. Control measures should include the control by sumps and adequate pumping of water ingress into trenches below the water table. Stormwater should also be directed into attenuation ponds wherever possible. All methods of stormwater control during the construction phase are to be agreed and approved by the AEMR.

Berms and existing stormwater drainage systems shall be used to prevent surface run-off from entering site excavations.

### 3.12 Water resource management

Water is a scarce resource and shall be conserved wherever possible. The Contractor shall not waste water (e.g. water areas excessively etc.). All leaking water pipes are to be repaired or replaced immediately. The Contractor shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

### 3.13 Pollution prevention and remediation

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Pollution could result from the release, accidental or otherwise, of contaminated runoff from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run off from stockpiles, solid waste, litter, etc.

The first activity to be undertaken once a spill occurs is to terminate the source of the spill and contain the polluted area.

All fuel, oil or hydraulic fluid spills are to be reported to the Project Manager/ Engineer, Environmental Responsible Person and AEMR so that appropriate clean-up measures can be implemented.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site. Sufficient quantities of suitable hydrocarbon absorbent or remediation materials must be present on site at all times. Absorbent “spill-mop-up” products need to be on hand – Enretech, Spillsorb or Drizit type products should be investigated for these purposes.

Concrete-mixing equipment (mixers and the like) shall not be discharged overland. Such water shall be collected in a conservancy tank, removed from the site and disposed of in the correct manner. The Contractor may consider reusing such water for washing other concrete equipment to minimise the amount required to be removed off site.

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore, the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- the visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible signs into the ground is not acceptable; and
- all aggregate is also removed.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

### 3.14 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the AEMR. All waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the AEMR. The Contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

### 3.15 Fuels and Chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Environmental Responsible Person/AEMR and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the AEMR and relevant authorities, if appropriate.

### 3.16 Fuel & Hazardous Materials Storage

Contractors shall identify fuels and hazardous substances to be stored on the site and shall ensure that they know the effects of these substances on their staff and the environment. The Environmental Responsible Person shall keep a copy of a fuels and hazardous substance inventory which shall be available on site.

Contractors shall ensure that the quantities of fuels and chemicals on site are appropriate to the requirements and are stored and handled so as to avoid the risk of spillage. All fuels, oils and chemicals shall be confined to a specific and secured area. These materials shall be stored in an area with a concrete or other impervious base, which is adequately bunded. The volume of the bund shall be two times the volume of the containers stored. Gas and fuel should not be stored in the same storage area, and any generators used on the site should also be placed on a bunded surface.

The Contractor shall be responsible for securing any permits / certificates that may be required in respect of fuel storage from the local authorities.

In addition, the following must be implemented:

- All fuel stores must be equipped with a fire extinguisher.
- Materials Safety Data Sheets must be available on site and filed accordingly.
- No vehicle servicing may take place on the site. Servicing of equipment that uses hydrocarbon fuels, oils, lubricants and other hazardous chemicals may only take place in the site camp under conditions approved by the AEMR.
- All fuels are to be stored within a lined / demarcated area in the Site Camp. No refuelling is to take place outside of this demarcated area unless authorised by the Environmental Responsible Person. Note that filling machinery in the field (on site) from canisters should be cleared with the Environmental Responsible Person and both a “no leak” funnel / pump and one of the above mentioned absorption products must be on hand in the event of such refuelling taking place.

### 3.17 Dust control

The Contractor shall be responsible for the continued control of dust arising from his operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, because too much water will be lost to evaporation. The use of water carts is preferred.

### 3.18 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Environmental Responsible Person and/or AEMR may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

### 3.19 Emergency procedures

The Contractor shall ensure that emergency procedures are set up prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances, etc. Emergency procedures, including responsible personnel, contact details of emergency services, etc. shall be made available to all the relevant personnel and shall be clearly demarcated at the relevant locations around the site.

The Environmental Responsible Person shall advise the Contractor, PM and AEMR of any emergencies on site, together with a record of action taken.

#### 3.19.1 Fires

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on or off site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

No smoking will be permitted on the site except for within a designated area in the site camp. Suitable firefighting equipment must be readily available in this area.

The Contractor must ensure that the contact details of the nearest Fire Department are displayed on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

## 4. Site clearance and rehabilitation

### 4.1 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stockpiled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the AEMR.

### 4.2 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Any erosion that does occur must be reinstated at the Contractor's cost.

### 4.3 Rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones, as well as all spoiling. The Contractor shall revegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rotovation or other, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

### 4.4 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before revegetation is commenced, the Contractor shall, at his own cost, loosen the crust by scarifying to a depth of 150 mm.

## 5. Management and monitoring

This section focuses on the systems and procedures required to ensure that the environmental specifications are effectively implemented. Emphasis is on monitoring and penalties, aimed at ensuring compliance with this document.

### 5.1 General inspection monitoring and reporting

The Environmental Responsible Person shall:

- Inspect the site on a daily basis to ensure that the environmental specifications are adhered to.
- Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc.) as well as corrective and preventive actions taken.
- Conduct regular internal audits (at least weekly) to ensure that the system for implementation of the EMP is operating effectively and keep records of these audits.
- Conduct monthly meetings for the duration of the project. These will be attended by the Environmental Responsible Person, Contractors Resident Engineers and sub-contractor representatives, and will be minuted and available for audit. The agenda will cover compliance with the EMP and environmental method statements, results of audits, non-compliances and corrective and preventative actions with agreed dates, and environmental queries.

### 5.2 Penalties

Penalties may be imposed by the AEMR on Contractors who are found to be infringing these specifications. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the AEMR 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 may range between R200.00 and R20, 000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by the AEMR and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his own expense.

A preliminary list of infringements for which penalties will be imposed is as follows:

- Moving outside the demarcated site boundaries;
- Littering of the site and surrounds;
- Burying waste on site and surrounds;
- Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
- Making fires outside designated areas;
- Defacement of natural features;
- Spillage onto the ground of oil, diesel, etc.;
- Picking/damaging plant material;
- Damaging/killing wild animals; and
- Additional fines as determined by the AEMR and added to this list.

The AEMR may also order the Contractor via the ACSA Project Leader to suspend part or all the works if the Contractor repeatedly causes damage to the environment by not adhering to the EMP. The suspension will be enforced until the offending actions, procedure or equipment is corrected. No extension of time will be granted for such delays and all costs will be borne by the Contractor.

**ANNEXURE C: POPIA**

**CONFIDENTIALITY AND DATA PROTECTION**

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any
reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible.

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

**ANNEXURE D: LOW SERVICE DAMAGES**

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

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

I, _____ (Name & Surname) of

_____

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

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

at: _____ (airport name)