



## **AIRPORTS COMPANY SOUTH AFRICA**

**TENDER REFERENCE NUMBER: RFQ \_51107**

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# **Professional Engineering Services to Conduct a Major Hazardous Installation (MHI) Risk Assessment at Selected ACSA Airports Over a Period of Twenty-Four Months**

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### **NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration Number: 1993/004149/30)

**and .....**

**(Registration Number: .....)**

**for Services to Conduct a Major Hazardous Installation Risk Assessment at Selected ACSA Airports Over a Period of Twenty-Four months**

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## **Part C1: Agreement and Contract Data**

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- C1.3        Occupational Health and Safety Agreement (Mandatory Form)**
- C1.4        ACSA Insurance Requirements**

## 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:

**Professional Engineering Services to Conduct a Major Hazardous Installation Risk Assessment at Selected ACSA Airports Over a Period of Twenty-Four months.**

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.

The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.

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 **Consultant** 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;**

**R** ..... **including VAT** (in figures)

#### 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 **Consultant** in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**Name &  
signature of  
witness*(Insert name and address of  
organisation)*

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 **Consultants** 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: Agreement 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 a copy of this document which contains the Employer's signature, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)


Capacity

**for the  
Employer**

Airports Company South Africa SOC  
Limited  
Western Precinct, Aviation Park,  
O.R. Tambo International Airport,  
1 Jones Road, Kempton Park,  
Gauteng, South Africa,  
1632

\_\_\_\_\_

Name &  
signature of  
witness

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.

<u><b>For the Employer</b></u>		<u><b>For the Consultant</b></u>
Signature (s)		
Name (s)		
<b>Name and Address</b>	Airports Company South Africa SOC Limited Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632	(Insert name and address of organisation)

Capacity

Name & Signature of witness	<hr/>	<hr/>
	<hr/>	<hr/>
Date	<hr/>	<hr/>



## Part C1.2a Contract Data

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

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

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

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#### 1 General

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The *conditions of contract* are the core clauses and the clauses for Main Option:

**A:** Priced contract with Activity Schedule

**Dispute resolution Option clause : W1**

#### **Secondary Options (incorporating amendments)**

**X2** Changes in the law

**X7** Delay damages

**X9** Transfer of rights

**X10** Employer's Agent

**X11** Termination by the Employer

**X18** Limitation of liability

**Z** *Additional conditions of contract* of the

NEC3 Professional Services Contract, April 2013.

The *project stages* are as follows:

Item No	Stage description
1	<b>Milestone 1</b>
	<b>Project Initiation:</b> This milestone marks the start of the risk assessment process. It includes defining the scope, objectives, and timeline of the assessment. Deliverable Scope document per airport and detailed timelines.
2	<b>Milestone 2</b>
	<b>Concept/Data Collection:</b> gathering relevant data about the hazardous installation, including its design, operation,

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Item No	Stage description
	maintenance procedures, and historical incident records. This must be done per airport. Deliverable of this stage is a report per airport, to be approved and signed off by ACSA.
3	<b>Milestone 3</b>
	<b>Hazard Identification and Risk Assessment analysis and risk mitigation, the actual MHI RA:</b> Identify Potential Hazard, analyse hazard, evaluate the identified risk and put risk reduction measures.
4	<b>Milestone 4</b>
	<b>Emergency Preparedness:</b> Review the existing emergency response plans (ERP) and procedures. where there is no ERP in place, draft an ERP and present it to client for approval. Deliverable: Updated ERP per site
	<b>Milestone 5</b>
5	<b>Documentation and Reporting:</b> Produce all the documentation and reporting of findings, recommendations. Report as per minimum requirement outlined under documentation and reporting section in this contract.
	<b>Milestone 6</b>
6	<b>Presentation of the MHI to ACSA and notification of MHI site to relevant parties</b>
	Deliverables: Presentation to ACSA Notification of MHI site

Payments will be made once each milestone is completed and approved, in accordance with the Engineering Council of South Africa's fee scales and rates guidelines.

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- 10.1 The Employer is: Airports Company South Africa SOC,  
Address:  
Western Precinct, Aviation Park,  
O.R. Tambo International Airport,  
1 Jones Road, Kempton Park,  
Gauteng, South Africa,  
1632
- 
- 11.2(9) The services are: the provision of Professional Engineering Services to Conduct a Major Hazardous Installation (MHI) Risk Assessment at Selected ACSA Owned Airports Over a Period of Twenty-Four (24) months.
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- 11.2(10) The following matters will be included in the Risk Register
- Availability of previous MHIs and ERP.
  - Access to Site.
  - Occupational Health, and Safety.
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- 11.2(11) The Scope is in the document called Part C3: Scope of Work
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12.2	The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa		
13.1	The <i>language of this contract</i> is English		
13.3	The <i>period for reply</i> is 3 working days		
13.6	The <i>period for retention</i> is 10 years as per ECSA's code of conduct		
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things		
	access to		access date
1	ACSA Sites		Three days after Consultant's formal notification to access site
3	Time		
31.2	The <i>starting date</i> is BPA/PO Issue date		
11.2(3)	The <i>completion date</i> is 6 Calendar Months after the start date		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:		
	Condition to be met		key date (estimated duration)
1	Project Initiation		As per accepted Consultant's project Plan
2	Data Collection.		
3	MHI risk Assessment		
4	Emergency Preparedness		
5	Documentation and Reporting		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks of the Contract D		
32.2	The <i>Consultant</i> submits revised programmes at intervals of 4 weeks.		
4	Quality		
40.2	The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.		
41.1	The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i> .		

5	Payment	
50.1	The <i>assessment interval</i> ends and starts at 12h00 on the 25 <sup>th</sup> day of each successive month.	
51.1	The period within which payments are made is 4 weeks, after the receipt of the tax invoice.	
51.2	The <i>currency of this contract</i> is the South African Rand (ZAR).	
51.5	The <i>interest rate</i> is the prime lending rate of Nedbank at any given time	
6	Compensation events	
	No data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	
	No data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability	
	For additional insurance provisions - Refer to Part C1.4: ACSA Insurance Clauses for Capex Projects	
81.1 The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
Event	Cover	Period following Completion of the whole of the services or earlier termination
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	- Consultant to submit Insurance Certificate of Professional Indemnity Insurance Cover of R 5 Million	Minimum 3 years
death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	Consultant to submit Insurance Certificate of Insurance for Public Liability Insurance Cover for R10 Million	Minimum 4 years
death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993	Minimum 3 years

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The Employer takes out insurance in excess to the insurance cover taken by the Consultant and additional insurance cover, and the Consultant becomes liable for the deductibles in the event of an insurance claim made under the insurance of the Employer.

In the event where the Consultant defaults in its insurance obligations, the Employer may take insurance on its own and then deduct the monthly premiums from the Consultant, and the Consultant further responsible for any deductibles in the event of an insurance claim.

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## **82      Limitation of liability**

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82.1      The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to 100% of the Total of the Prices and applies in contract, delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are obligations and amounts payable by the Consultant as stated in this contract for

- Delay damages,
  - Consultant's share if Option C applies,
  - An infringement by the Consultant of the rights of Others,
  - Loss or damage to third party property,
  - Death of or bodily injury to a person other than an employee of the Consultant, and
  - Insurance obligations of the Consultant.
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82.2      Subject to other provisions of this contract, the Consultant's liability to the Employer is limited to that proportion of Employer's losses for which the Consultant is responsible under this contract.

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## **9          Termination**

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No data required for this section of the conditions of contract.

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## **10        Data for main Option clause**

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A          Priced contract with activity schedule

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21.3      The *Consultant* prepares forecasts of the total of the *expenses* at intervals of no longer than 4 weeks.

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## **11        Data for Option W1**

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W1.1      The *Adjudicator* is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Adjudicators provided under the relevant Z clause

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W1.2(3)	The <i>adjudicator nominating body</i> is the current Chairman of the Johannesburg Advocates' Bar Council.
W1.4(2)	The <i>tribunal</i> is Arbitration
W1.4(5)	The <i>arbitration procedure</i> is as set out in the Short the Rules for The Conduct of Arbitrations 2013 Edition, 7th Edition Rules of The Association of Arbitrators (Southern Africa).
	The place where arbitration is to be held is Cape Town, South Africa.
	The <i>Arbitrator</i> 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 <i>arbitration procedure</i> does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Bar Council.
<b>12</b>	<b>Data for Secondary Option clauses</b>
<b>X7</b>	<b>Delay Damages</b>
	<b>Delay damages for each section of the work are.</b> Amount per day is R5000 for an activity which has not been concluded according to the accepted project programme
<b>X10</b>	<b>The <i>Employer's Agent</i></b>
X10.1	The <i>Employer's Agent</i> is.  Name: Awelani Netshivhangoni  Address: Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632 The authority of the <i>Employer's Agent</i> is Project Manager.

<b>X11</b>	<b>Termination by Employer</b>
<b>X11.1</b>	The Employer may terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.
<b>X18</b>	<b>Limitation of liability</b>
<b>X18.1</b>	The Consultant's liability to the Employer for indirect or consequential loss is Nil. The Employer's liability to the Consultant for indirect or consequential loss is Nil The total Direct liability does not exceed 100% of the contract value cumulative total for either party
<b>X18.2</b>	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to the Total of the Prices.
<b>X18.3</b>	The end of liability date is 1 year after Completion of the whole of the services.

### **ADDITIONAL CONDITIONS OF CONTRACT**

#### **Z1 Estimation of fees**

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of: Board Notice 138 of 2015 of ECSA (Guideline for Services and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" latest edition).

#### **Z2 Tax invoices**

##### **The *Consultant's* invoice.**

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include:

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace with:

Each payment is made by the *Employer* within four weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

#### **Z3 Communications and Notices**

Z3.1 Add to the end of the first sentence in core Clause 13.1:

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –

- if delivered by hand, on the date of delivery.
- if posted by ordinary mail or registered post, on the 5<sup>th</sup> (fifth) calendar day following the date of such posting.
- if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

## Z4 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 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>



**Z5 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 rejected or accepted by the either 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. An appointed Arbitrator shall provide his written award no later than 30 days following the last day of closing arguments.

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

**Z6 Notification of a compensation event**

Replace “eight weeks” in clause 61.3 with “four weeks”.

**AMENDMENTS TO THE CORE CLAUSES**

<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>
<b>Z2.1</b>	The <i>Consultant</i> will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

<b>Z3</b>	<b>Other responsibilities: add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Consultant</i> shall have satisfied himself, prior to the Contract Date, as to the completeness,
<b>Z3.2</b>	The <i>Consultant</i> 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 <i>Project Manager</i> , <i>Supervisor</i> , or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Consultant</i> at the <i>Consultant's</i> own cost
<b>Z4</b>	<b>Extending the defects date: add the following as a new core clause 46:</b>
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
<b>AMENDMENTS TO THE SECONDARY OPTION CLAUSES</b>	
<b>Z6</b>	<b>Changes in Law: Add the following clause to secondary option X2 as X2.2:</b>
<b>Z6.1</b>	A change in law is defined as:
<b>Z6.1.1</b>	The adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income

<b>Z6.1.2</b>	Any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the Consultant to comply with any condition set out therein, or (iii) as a result of any act or omission of the Consultant, any sub-Consultant or any affiliate to the Consultant.
<b>Z7</b>	<b>Performance Bond</b>
<b>Z7.1</b>	Amend the first sentence of clause X13.1 to read as follows: The Consultant gives the Employer an unconditional, on-demand performance bond, provided by a bank or insurer 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.
<b>Z7.2</b>	Add the following new clause as Option X13.2: The Consultant 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 Consultant extends the validity of the performance bond until the end of the contract period. If the Consultant 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
<b>Z8</b>	<b>Limitation of liability: Insert the following new clause as Option X18.6:</b>
<b>Z8.1</b>	The Employer's liability to the Consultant for the Consultant's indirect or consequential loss is limited to R0.00.
<b>Z8.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Consultant shall be excluded from the calculation of the limitations of liability listed in the contract.

## ADDITIONAL Z – CLAUSES

<b>Z9</b>	<b>Cession, delegation and assignment</b>
<b>Z9.1</b>	The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z9.2</b>	The <i>Employer</i> may cede and/or delegate its rights and obligations under this contract to any person or entity and may notify the Consultant prior to such cession and/or delegation taking place.

**Z10 Joint and several liability**

- Z10.1** If the Consultant 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.
- Z10.2** The Consultant 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 Consultant on their behalf.
- Z10.3** The Consultant 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

**Z11 Ethics**

- Z11.1** The *Consultant* undertakes:
- not to give or cause 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; and
- 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.
- Z11.2** The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z11.3** If the *Consultant* 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.

<b>Z12</b>	<b>Confidentiality</b>
<b>Z12.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Consultant</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z12.2</b>	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z12.3</b>	This undertaking shall not apply to –

Z12.3.1	Information disclosed to the employees of the <i>Consultant</i> for the purposes of the implementation of this agreement. The <i>Consultant</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause.
Z12.3.2	Information which the <i>Consultant</i> is required by law to disclose, provided that the <i>Consultant</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Consultant</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and
Z12.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> at the time of disclosure (evidenced by written records in existence at that time);
<b>Z12.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
<b>Z12.5</b>	The <i>Consultant</i> ensures that all his Sub-Consultants abide by the undertakings in this clause.
<b>Z13</b>	<b><i>Employer's Step-in rights</i></b>
<b>Z13.1</b>	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the <i>Consultant</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
<b>Z13.2</b>	The <i>Consultant</i> co-operates with the <i>Employer</i> , facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Project Manager</i> to achieve this end.
<b>Z14</b>	<b>Liens and Encumbrances</b>
<b>Z14.1</b>	The Consultant keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Consultant, 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 Sub-Consultants similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.

<b>Z15</b>	<b>Intellectual Property</b>
<b>Z15.1</b>	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
<b>Z15.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
<b>Z15.3</b>	The <i>Consultant</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
<b>Z15.4</b>	The written approval of the Consultant is to be obtained before the Consultant's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Consultant'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.
<b>Z15.5</b>	The <i>Consultant</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:
<b>Z15.5.1</b>	the <i>Consultant's</i> design, manufacture, construction or execution of the Works;
<b>Z15.5.2</b>	the use of the <i>Consultant's</i> Equipment, or

<b>Z15.5.3</b>	the proper use of the Works.
<b>Z15.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Consultant</i> , assist in contesting the claim and the <i>Consultant</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
<b>Z15.6.1</b>	The Consultant will not use in whatsoever manner any of the IP of the Employer without the prior written consent of the Employer.
<b>Z16</b>	<b>Dispute resolution: The following amendments are made to Option W1:</b>
<b>Z16.1</b>	Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".
<b>Z16.2</b>	<b>The following clauses are added at the end of clause W1.3:</b>
<b>Z16.2.1</b>	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
<b>Z16.2.2</b>	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."

<b>Z17</b>	The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
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## Part C1.2b Contract Data

### Part two – Data provided by the *Consultant*

The conditions of contract are the NEC3 Professional Service Contract, April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

### Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Company Representative):</p> <p>Address:</p> <p>Tel No.:</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key persons are:</p> <p>1 Name:</p> <p><b>Job:</b></p> <p><b>Registered in terms of Regulation 6 (attach Certificates)</b></p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>
	<p><b>MHI Competent Person _ Registered</b></p>
	<p><b>Other (s)</b></p>
	<p><b>(attach Certificates if necessary)</b></p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>



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**Note:** Should the assigned personnel be unable to fulfil this role; the Consultants shall replace him / her with a resource of similar qualifications and experience. This resource shall be subject to ACSA's approval.

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11.2(3) The *completion date* for the whole of the *services* is Six Months after the completion of Construction Works

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11.2(10) The following matters (if any) will be included in the Risk Register

- Availability of As-Built Information
- Access to Site
- Progress vs Programme
- Cash Flow Management

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11.2(13) The *staff rates* are as stated in the Pricing Data

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25.2 The *Employer* provides access to the following persons, places and things.

	<b>access to</b>	<b>access date</b>
<b>1</b>	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)
<b>2</b>	Previous MHIs	Upon the award

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**A Priced contract with activity schedule**

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11.2(14) The *activity schedule* is in the Pricing Data

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11.2(18) The tendered total of the Prices is in the Form of Offer and Acceptance

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## Part C1: Agreements and Contract Data

### C1.3: Occupational Health and Safety Agreement

#### **OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA “ACSA”</b>
<b>Physical Address:</b>  Airports Company South Africa SOC Limited Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

**Hereinafter referred to as “Client”**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor” MANDATARY’S  
MAIN SCOPE OF WORK**

**Provision of Professional Engineering Services to conduct a Major Hazardous Installation Risk  
Assessment at selected ACSA owned airports.**

## **1. Definitions**

- 1.1 “Mandatary” is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 “Client” refers to ACSA;
- 1.3 “Parties” means ACSA and the Contractor, and “Party” shall mean either one of them, as the context indicates;
- 1.4 “Services” means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 “Stakeholder” refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended;
- “The COID Act” refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 “SHE” means Safety, Health and Environment.

<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

<b>THE UNDERTAKING</b>
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The Mandatory undertakes to comply with:

## **2. REPORTING**

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

## **3. WARRANTY OF COMPLIANCE**

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement,

the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

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

#### **4. SHE Risk Management**

- 4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

#### **5. MEDICAL EMERGENCY RESPONSE**

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

#### **6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without

derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

## **11. COMPENSATION REGISTRATION/INSURANCE**

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
  - Comprehensive physical examination for evaluation of systemic function
  - Blood Pressure Measurement
  - Weight, Height and Body Mass Index
  - Urine screening
  - Drug screening
  - Audio screening
  - Lung Function Test
  - Keystone eye test
  - Work at Height Questionnaire
  - Muscular skeletal questionnaire



### **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

### **14. SUB CONTRACTORS**

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files, SHE Plans associated with the work.

### **15. SECURITY AND ACCESS**

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

### **16. FIRE PRECAUTIONS AND FACILITIES**

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

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

## **17. FACILITIES**

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

## **18. HYGIENE AND CLEANLINESS**

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

## **19. INTOXICATION AND SUBSTANCE ABUSE**

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

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

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

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

## **20. PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

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

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

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

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## **23. PERMIT MANAGEMENT**

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## 24. TRANSPORTATION

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

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

## 26. DURATION OF AGREEMENT

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

## 27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

## 28. INDEMNITY

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

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

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

## 29. FURTHER UNDERTAKING

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

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

## ACCEPTANCE BY MANDATARY

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

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

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

Expiry date .....

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

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

Witnesses:

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

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

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

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

Witnesses:

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

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

## Part C1: Agreements and Contract Data

### C1.4: ACSA Insurance Clauses

#### INSURANCE CLAUSES

##### SECTION A: DEFINITIONS

**Landside** refers to:

- Areas of the airport before the security points; and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

**Airside** refers to:

- The Apron / manoeuvring areas; and
  - Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.
- 
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

**The service provider must procure the following insurance covers:**

- a) Professional indemnity cover for a limit of twice the contract value
- b) Aviation liability insurance for an indemnity limit of
  - Fifteen thousand US dollars (USD 15 000) for damage to aircraft
  - Five thousand US dollars (USD 5 000) for damage to property

The service provider must provide ACSA with proof of cover in the form of a certificate of insurance at the start of the contract, and ensure the cover is in place for the duration of the contract

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## **Part C2: Pricing Data**

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### **C2.1 Pricing Instructions**

### **C2.2 Pricing Data**



## **Part C2: Pricing Data**

### **C2.1: Pricing Instructions**

The appointment of the company, comprising the successful professional team, will be in accordance with the NEC3 Professional Services Contract, April 2013, as amended by ACSA's specific requirements at an operational airport.

#### **Permits for Access to the Airport restricted areas**

Please note that before working at the ACSA Owned Airports, all personnel (all members of the professional team) will be required to be in possession of an ACSA permit.

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

Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses – where applicable.

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

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

## C2.2: Pricing Data

Please price as per tables below, Pricing is set up per site.

Item	Description	Price (R)
<b>1. OR Tambo International Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for ORTIA	
	<b>Total 1_ORTIA</b>	

Item	Description	Price (R)
<b>2. Cape Town International Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for CTIA	
	<b>Total 2_CTIA</b>	

Item	Description	Price (R)
<b>3. King Shaka International Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for KSIA	
<b>Total 3_KSIA</b>		

Item	Description	Price (R)
<b>4. Bram Fischer International Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for Bram Fischer International Airport	
<b>Total 4 - Bram Fischer</b>		

Item	Description	Price (R)
<b>5. Upington Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for Upington Airport	
<b>Total 5 - Upington Airport</b>		

Item	Description	Price (R)
<b>6. George Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	Risk Analysis	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for George Airport	
<b>Total 6 - George</b>		

Item	Description	Price (R)
<b>7. Chief Dawid Stuurman International Airport</b>		
1	Project Initiation	
2	Hazard Identification	
3	<b>Risk Analysis</b>	
4	Risk Evaluation	
5	Risk Control Measures	
6	Emergency Response	
7	Documentation and Reporting	
8	Public Advertisement	
9	Client Presentation	
10	Stakeholder Notification	
11	Progress Updates	
12	MHI Renewal for Chief Dawid Stuurman International Airport	
<b>Total 7 - CDSIA</b>		

<b>Final pricing Table for Firm Offer</b>	
<b>Description</b>	<b>Price ®</b>
Preliminary and General for all airports	
Total 8 (Sum of Total 1 to Total 7)	
15% Provisional Sum to be Expended at the Discretion of the Engineer	
Total 9 (Total 8 + Provisional Sum)	
VAT @15%	
<b>Grand Total (to be carried to firm offer of the contract)</b>	

**All expenses including disbursements by the Tenderer to execute the full scope are deemed to be inclusive in their professional fees.**

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## **Part C3: Scope of Work (Works Information)**

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### **C3.1 Description of Works (Works Information)**

## Part C3: Scope of Works

### C3.1: Description of the Works

#### 1 EXECUTIVE OVERVIEW

The *Employer's* objective is to comply with the Major Hazardous Installations (MHI) regulations in South Africa at selected ACSA airports.

##### 1.1 Interpretation and terminology

The following abbreviations are used in this Scope:

##### Abbreviation Meaning given to the abbreviation

ACSA	Airports Company South Africa
AM	Airport Management
NKP	National Key Point
NEC	National Engineering Contract
MHI	Major Hazardous Installation
OSHA	Occupational Health and Safety Act
SANS	South African National Standards

##### 1.2 Specification and description of the services

The professional services are to conduct a comprehensive risk assessment of major hazards at O R Tambo International, Cape Town International, King Shaka International, Bram Fischer International, Upington International, Chief Dawid Stuurman International, and George Airports in accordance with the requirements of the Major Hazard Installation Regulations published under the OHS Act. The assessment must identify and analyse potential hazards, evaluate the associated risks, and recommend suitable measures to reduce risk to as low as reasonably practicable.

#### 2 Scope of Services

##### 2.1 Scope of services for the risk assessment

###### 2.1.1 Project Initiation

2.1.1.1 Conduct a kick-off meeting with client to finalize scope, timelines, and expectations.

2.1.1.2 Develop a detailed project plan and schedule.

2.1.1.3 Collect all relevant background information from client including site plans, inventories, process details, safety data sheets, incident history etc.

2.1.1.4 Review the last performed MHI Risk assessment of the relevant airport.

## **2.1.2 Hazard Identification**

2.1.2.1 Conduct a preliminary site visit and interviews with site personnel.

2.1.2.2 Identify all hazardous materials stored and handled onsite.

2.1.2.3 Use Hazard and Operability Studies (HAZOP) technique or any relevant technique to identify potential deviation scenarios.

2.1.2.4 Identify all hazardous and/or risk prone practises on site that can result in major incidents and occurrences.

2.1.2.5 Develop a list of all potential major incidents such as fires, explosions, toxic releases etc. as well as their impact on the Airport and its users if not abated.

## **2.1.3 Risk Analysis**

For each identified hazard, conduct a qualitative (based on judgement and experience) or quantitative (data-driven) risk analysis to determine the likelihood and potential consequences of events involving the hazard occurring. Methodologies such as layer of protection analysis, fault tree analysis etc. should be used.

2.1.3.1 Develop fault trees to identify root causes and intermediate events leading to each potential incident.

2.1.3.2 Construct event trees to determine possible outcomes of each potential incident.

2.1.3.3 Estimate frequencies of potential incidents based on failure data analysis and accident history.

2.1.3.4 Assess consequences of each incident in terms of impact zone, injuries, and fatalities.

## **2.1.4 Risk Evaluation**

Evaluate the risks arising from the identified hazards using agreed upon criteria to determine which risks require risk reduction measures. The evaluation must consider likelihood, potential impact on workers, passengers, and surrounding public. The significance of each risk must be assessed and prioritised accordingly.

2.1.4.1 Establish intolerable, tolerable, and negligible risk criteria based on MHI regulation.

2.1.4.2 Plot individual and societal risk contours for the site and surrounding areas

2.1.4.3 Compare estimated risks against criteria to delineate risk levels.

## **2.1.5 Risk Control Measures**

2.1.5.1 Review existing prevention, mitigation, and emergency response measures.



2.1.5.2 Recommend additional technical, procedural, and organizational controls to reduce risks to acceptable levels.

2.1.5.3 Provide cost-benefit analysis of recommended risk reduction options.

#### **2.1.6 Emergency Response**

2.1.6.1 Review the site emergency plan and procedures in detail.

2.1.6.2 Critique employee training programs, drills, and preparedness

2.1.6.3 Suggest improvements to on-site and off-site emergency response systems.

#### **2.1.7 Documentation and Reporting**

Document the risk assessment process and its outcomes in a complete report. The report must meet the requirements of the Major Hazard Installation Regulations.

2.1.7.1 Prepare a detailed risk assessment report presenting all activities, methods, findings, and recommendations.

2.1.7.2 Perform a public advertisement in at least 2 local newspapers for public response.

2.1.7.3 Conduct a presentation to client to discuss findings, implications, and next steps.

2.1.7.4 Address any client feedback and queries to finalize the risk assessment.

2.1.7.5 Provide graphical information of affected areas for information purposes to affected stakeholders.

2.1.7.6 Notify the Chief Inspector of the Department of Labour, the relevant Provincial Director of the Department of Labour, the Head of Emergency Services of the relevant local authority and all other relevant parties, in writing of the findings and recommendations, as contemplated by the Regulations. The Service Provider to keep ACSA updated of the progress on a weekly basis, until all requirements have been met, as contemplated in the Regulations.

#### **2.1.7.7 Minimum requirement for Risk Assessment Process and Methodology**

The report must contain the following as a minimum:

- i. A detailed process flow and write-up of the company's methodology for carrying out the MHI risk assessment
- ii. Outline standard to be used for conducting MHI risk assessment, this must also be attached as an appendix.
- iii. A detailed explanatory write up on the basis of calculation for the MHI risk assessment.
- iv. The dictionaries and reference materials used to assess and evaluate risks. These resources should be up-to-date and in line with industry standards

- v. Provide specific resources / tools / software that were utilized and how they are incorporated into their risk assessment processes.
- vi. This should include information on how the company interact with clients and the site where the work is being performed. It should demonstrate the company's approach to identifying and mitigating risks.

The following Airports require update of the existing MHIs.

Airport	Date Issued	Renewal Date	Status	Comments
ORTIA	03/07/2019	30 June 2024	Valid	
CTIA	31 October 2019	30 September 2024	Valid	PO should be issued three months prior expiry (May 2024)
KSIA	September 2012	August 2017	Expired	To be first priority
Bram Fischer	28 November 2019	31 October 2024	Valid	PO should be issued three months prior expiry (July 2024)
Uppington	5 September 2019	31 August 2024	Valid	PO should be issued three months prior expiry (May 2024)
George Airport	17 June 2018	16 June 2023	Expired	To be third priority
Chief Dawid Stuurman	21 June 2017	31 May 2022	Expired	To be second priority

**Note:** The site with the expired MHI must be prioritised. thereafter, the expiry date must be used for prioritisation. The details of the programme will be discussed and approved with the appointed service provider. The consultant must give a proposal of the program that will look at MHI for more than one site cone concurrently. This must not compromise progress and quality of the assessments.

## 2.2 Provision for meetings and site inspections

The *Consultant* need to make provision for the following project meetings:

- Two weekly project meetings for 1h30.
- One day meeting at each airport to meet the Airport personnel and Fuel Operators.
- 2 days at each airport for data collection and operations audit.

The travel and all other costs of these meetings must be included in the pricing data.

## 2.3 Compliance requirements

- Assess site compliances to relevant regulations and recommend how compliance can be achieved.

## 2.4 General

The *Consultant* is required to make provision for all the costs required to execute the scope of the services in the pricing data. The contract is a lump sum and no variation in price will be allowed during execution of the project. It shall be deemed that the *Consultant* has sufficiently catered for all the costs to execute the scope of services.

### 3 CONSTRAINTS ON THE IMPLEMENTATION OF THE PROJECT

This project will be implemented in a live, operational environment and various NKP limitations and requirements are to be taken cognisance of during the execution of the scope of services.

#### 3.1 Working on the Employer's property

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times. Various limitations and requirements are to be taken cognisance of during the execution of the scope of services.

#### 3.2 People restrictions, hours of work, conduct and records

The work under this contract is to be carried out under operational conditions of the airport and is therefore subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The *Consultant* shall keep records of his people working on the *Employer's* property, including those of his Sub-consultants, and the *Employer's* Agent shall have access to these records at any time.

#### 3.3 Occupational Health and Safety

ACSA is committed to adhering to the highest level of health and safety. The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services. The Consultant shall comply with the Health and Safety requirements contained in Part C4.

#### 3.4 Drawing Requirements

All drawings shall bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly.

All drawings, particularly layout drawings, submitted for acceptance shall be to a scale acceptable to the Employer. All drawings are to be made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble-free construction and operation over the life of the component.

All copies of drawings submitted to the Employer are to be provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.

All drawings shall be dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings shall show a graphic scale key plan and north arrow. Dates on drawings shall be reflected in the following format: dd/mm/ccyy. Revisions shall be designated R0, R1, R2, R3, etc., commencing with the first issue. All revisions shall be clearly described in the revision column bearing the revision number.

## 4 CONSTRAINTS ON HOW THE CONSULTANTS PROVIDES THE SERVICES

### 4.1 Management meetings

To be able to manage the contract, the Employer and Consultant team will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services. Records of these meetings shall be submitted to the Employer's Agent by the person convening the meeting within five days of the meeting.

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

### 4.2 Consultant's key persons

The *Consultant* team is required to nominate a senior partner or director who will have overall responsibility for this project and other senior personnel responsible for the execution of the project. No change may be made without prior consultation with and approval by the *Employer*

The *Consultant* team is required to submit an organogram showing the key persons and their lines of authority / communication.

### 4.3 Work Plan

#### Objectives

The project shall be done firstly in accordance with the Employer's objectives and the scope of services.

#### ISO Quality management System

The projects shall be managed in accordance with the *Consultant's* quality system ensuring quality in design, administration, reports and site administration.

### **Programme and Client feedback**

A detailed programme for each project needs to be submitted within 14 days of appointment for acceptance by the *Project Manager*.

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during execution will be essential in delivering optimal and acceptable solutions which are in line with ACSA specifications and budget allocations.

### **Understanding the Works**

The Employer is not responsible for the failure of the *Consultant* to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the *Consultant* sufficient opportunity to ask the *Employer* for clarification of the terms and conditions of this contract prior to submission of his tender to provide the services.

### **Compliance with Laws**

The *Consultant* keeps himself fully informed of and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to provide the Services and/or

Works). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and bylaws, orders and decrees of government or other legally constituted public authority and the common law.

### **Compliance with Codes & Standards**

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the *Employer*.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the *Employer*, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

#### **4.4 Cooperating with and obtaining acceptance of Others**

Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services should be such that the least interference possible will result to the *Consultant* and to Others and such sequence is determined by the *Employer*. Cooperation is required between the Consultant and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

As may be required from time to time or as per statutory requirements, the *Consultant* will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

At the earliest possible date, detailed programmes prepared for all other project works having interfaces with the Services are discussed by the *Employer* with the *Consultant* in order that the phasing, duration, use of working areas, attendance work etc. can be drawn into overall programmes for the project works.

#### **4.5 Things provided by the *Employer***

The *Employer* will issue to the *Consultant* available information that will assist in the carrying out of the services.

The providing of this information does not relieve the *Consultant* of their professional responsibility to verify information that will be used as a basis for their designs.



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## **Part C4: Site Information**

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- C4.1        Site Information**
- C4.2        ACSA Special Requirements at an Operational Airport**
- C4.3        ACSA Environmental Policy**
- C4.4        Environmental Management System**
- C4.5        ACSA Services and Maintenance Contractors Terms to Commence Work**

## **Part C4: Site Information**

### **C4.1: Site Information**

#### **1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS**

##### **1.1 General description**

The Works will be executed at O R Tambo International, Cape Town International, King Shaka International, Bram Fischer International, Upington International, Chief Dawid Stuurman International, and George Airports.

##### **1.2 Existing buildings, structures, plant and machinery on the Site**

There are existing storage facilities at airports and are demarcated as NKP sites. NKP requirements at these sites apply.

## **C4.2: ACSA Special Requirements at an Operational Airport**

### **SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT**

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognizance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

#### **1. Airports Manager**

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport, and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

#### **2. Airport Security and Safety**

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person

or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.

### **3. Responsibilities of Consulting Engineers/Contractor**

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Engineer/ Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilized on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

#### 4. **Accident/Penalties**

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

- (i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.
- (ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilized vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

#### 5. **Identification and Warning Lights**

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating warning light which shall be in continuous operation while

the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

## 6. **Additional Security Measures**

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.
- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.
- No accommodation of personnel will be allowed in the security area of the airport.
- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made, or interview may be given to anybody without the written permission from the Airport Manager.
- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.
- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance whatsoever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

## 7. **Compliance with Instructions**

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the right to suspend all works until the Contractor, in the opinion of the Engineer, complies with the requirements.

## 8. **Delays Caused by Airport Management**

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

## 9. **General Requirements for Execution of the Work**

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition, all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

## 10. **Times for the Execution of the Works**

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during nighttime, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

#### **11. Movement on the Airport, Barriers, Lights and Marks**

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

#### **12. Dust and Pollution Control**

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

#### **13. Storing of Vehicles, Plant and Materials**



It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1, 0 m above natural ground level.

#### **14. Fires**

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

#### **15. Environmental**

The Airports Company South Africa (ACSA) recognizes the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimize these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimizing environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilization, as well as energy and water conservation measures.

### **C4.3: ACSA Environmental Policy**



## AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT SYSTEM POLICY

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

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

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

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

Signed:

Date: 04<sup>th</sup> May 2015  
Issue No: 8

B. A. Maseko

Chief Executive Officer: Airports Company South Africa SOC Limited

## C4.4: Environmental Management System

### 1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

## 2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

## 3. Definitions and Abbreviations

### **ACSA**

Airports Company South Africa SOC Ltd

### **ACSA AEMR**

ACSA Airport Environmental Management Representative

### **ARFFS**

Aerodrome Rescue and Fire Fighting Services

### **HCS**

Handling & Storage of Hazardous Chemical Substances

### **SHE**

Safety, Health and Environment

### **Service & Maintenance Contractor**

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and ongoing maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

## 4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Department Determining Significant Environmental Aspects Procedure -](#)

T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

- 4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.
- 4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.
- 4.4 The contractor's representative shall ensure the conditions set out in the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#), along with [ACSA's Environmental Management System Policy](#) are communicated to, comprehended and implemented by all contractor staff.
- 4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.
- 4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

## 5. Roles and Responsibilities

Issues	Responsible Person	Alternate
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Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airp Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

## 6. Verification

This procedure shall be verified in accordance with [ACSA Verification Policy, Procedure and Working Instruction - Z001 002M](#).

## 7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the [ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M](#).

## 8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M

ACSA Verification Policy, Procedure and Working Instruction - Z001 002M

ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M

ACSA Document Control Procedure - Z001 006M

ACSA Record Keeping Requirements Procedure - Z001 008M

ACSA Airfield Standard Operating Procedure Manual

## 9. Change Control

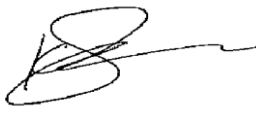


This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with [ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M](#).

## 10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
Conditions to Commence Work				
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

11. Endorsement (See ACSA Master File in Document Control Office, Corporate)

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation and Compliance Policy Kenton Sim		28/03/2013
Authorisation	ACSA Group Executive: Aviation Services John Neville		28/03/2013
Quality Assurance: Policy and Procedure	ACSA Corporate Specialist: Aviation and Services Technical Policy Michelle Erasmus		03/04/2013

## C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
<b>Stormwater, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources.</li> <li>Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li> <li>The Contractor shall comply with the applicable regulations with regard to noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment at all times in their work area.</li> <li>Contractors must keep on file: <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>

<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

### Penalties

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

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

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

I, \_\_\_\_\_ (name & surname) of  
\_\_\_\_\_ (company)

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

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

at: \_\_\_\_\_ (airport name).