



**NEC 3: Term Service Contract (TSC)**

<b>Between</b>	<b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b> <b>Applicable to Chief Dawid Stuurman International Airport (CDSIA)</b> (Registration Number: 1993/004149/30)
<b>And</b>	<b>Name of Service Provider:</b>  (Registration Number: _____)
<b>For</b>	<b>AIRSIDE FENCE MAINTENANCE</b> <b>AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).</b>
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## **PART C1: AGREEMENTS AND CONTRACT DATA**

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## C1.2: Form of Offer and Acceptance

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of:

**AIRSIDE FENCE MAINTENANCE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).**

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 **Contractor** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

(in words) ..... **Rands;**

**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 **Contractor** in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

DATE:

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

Name &  
signature of  
witness

Date

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

Are 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 **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Employer

**Airports Company South Africa**  
**Chief Dawid Stuurman International Airport**  
 Allister Miller Drive  
 Walmer  
 Private Bag X109  
 Gqebera  
 6001

DATE:

Name &  
signature of  
witness

Date

## Schedule of Deviations

1. Subject .....

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    Details .....

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2. Subject .....

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    Details .....

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3. Subject .....

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    Details .....

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

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

**For the Employer**

**For the Bidder**

Signature (s)

Name (s)

Capacity

**Name and Address**

**Airports Company South Africa  
Chief Dawid Stuurman International  
Airport**  
Allister Miller Drive  
Walmer  
Private Bag X109  
Gqebera  
6001

Name &  
Signature of  
witness

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Date

## Part C1.3a Agreements and Contract Data

Part one – Data provided by the Employer

The Conditions of contract are selected from the NEC3 Terms Services Contract.

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

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:

P: Percentage Based Contract based on cost of works according to the relevant Government Gazette Guidelines and Processes for Estimating Fees for Professionally Registered persons according to the built environment councils, in Terms of the Board Notice 138 of 2015 of ECSA (Guideline for Services and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act” relevant act.

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10.1 The Employer is: **Airports Company South Africa SOC, Chief Dawid Stuurman International Airport**

Address:  
**Airports Company South Africa**  
**Chief Dawid Stuurman International Airport**  
Allister Miller Drive  
Walmer  
Private Bag X109  
Gqebera  
6001

Tel No: 041 507 7230

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11.2(9) The services are: **AIRSIDE FENCE MAINTENANCE**  
**AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).**

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11.2(10) The following matters will be included in the Risk Register  
Environmental Safety Risks at the construction works.  
Construction Safety Issues on the Airside.  
Access to Site, Permit to Work, Occupational Health and Safety  
Statutory approvals and ACSA approvals  
Site Constraints and Constructability  
Impact on Operations and Stakeholder Management

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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

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13.1 The language of this contract is English

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13.3 The period for reply is 7 calendar days

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13.6 The period for retention is 0 months following Completion or earlier termination

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### 2 The Parties main responsibilities

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

	access to	access date
1	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)
<b>3</b>	<b>Time</b>	
31.2	The starting date is upon signing of the contract by ACSA	
11.2(3)	The <i>completion date</i> for the whole <i>services</i> is 36 months from contract start date.	
1	Contract duration	36 months
<b>4</b>	<b>Quality</b>	
40.2	The quality policy statement and quality plan are provided within 2 weeks of the Contract start Date.	
41.1	The allowable defects period is 6 months after completion of each services.	
<b>5</b>	<b>Payment</b>	
50.1	The assessment interval ends and starts at 12h00 on the 25th 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 currency of this contract is the South African Rand (ZAR).	
51.5	The interest rate is the prime lending rate of Standard Bank at any given time	
<b>6</b>	<b>Compensation events</b>	
	No data required for this section of the conditions of contract.	
<b>7</b>	<b>Rights to material</b>	
	No data required for this section of the conditions of contract.	
<b>8</b>	<b>Insurance and liability</b>	
	For additional insurance provisions - Refer to Part C1.4: ACSA Insurance Clauses	

**82 Limitation of liability**

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 unlimited 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.

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.

**9 Termination**

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

**10 Data for main Option clause**

Refer to Z clause 1

**11 Data for Option W1**

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

W1.2(3) The adjudicator nominating body is the current Chairman of the Johannesburg Advocates' Bar Council.

W1.4(2) The tribunal is Arbitration

W1.4(5) The arbitration procedure 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 Johannesburg, South Africa.

The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator.

The Arbitrator nominating body is the Chairman of the Johannesburg Bar Council.

**12 Data for Secondary Option clauses****X7 Delay Damages**

Delay damages for each section of the work are  
 Amount per day is 2%, to the maximum of 10% of the Contract value in relation to the Total of the Prices at completion date.

**X10 The Employer's Agent**

X10.1 The Employer's Agent is

Name: Mr Zuzokuhle Mbanjwa

Address:  
 Airports Company South Africa  
 Chief Dawid Stuurman International Airport  
 Allister Miller Drive  
 Walmer  
 Private Bag X109  
 Gqebera  
 6001

The authority of the Employer's Agent is Service Manager.

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**X11 Termination by Employer**

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X11.1 The Employer may terminate the Service Provider's obligation to Provide the services for a reason not stated in this contract by notifying the Service Provider.

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**X18 Limitation of liability**

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X18.1 The Service Provider's liability to the Employer for indirect or consequential loss is Nil  
 The Employer's liability to the Service Provider for indirect or consequential loss is Nil  
 The total Direct liability is unlimited for either party

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X18.2 The Service Provider liability to the Employer for Defects that are not found until after the defects date are unlimited.

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X18.3 The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter

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**AMENDMENTS TO CORE CLAUSES**

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Z6 Interpretation of the law

Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Providing the Works: Delete core clause 20.1 and replace with the following:

The Consultant 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.

Z8 Extending the defects date: add the following as a new core clause 46:

Z8.1 If the Employer cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works.

Z8.2 If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the part of the works which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z8.3 The Project Manager notifies the Consultant of the change to a defect date when the delay occurs. The period between Completion and an extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data.

- Z9 Termination
- Z9.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

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**ADDITIONAL Z – CLAUSES**

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- Z10 Cession, delegation and assignment
- Z10.1 The Consultant shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld.
- Z10.2 The Employer 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.
- Z11 Ethics
- Z11.1 The Consultant undertakes:
- ZZ 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.
- Z12 Confidentiality
- Z12.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Consultant and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld.
- Z12.2 If the Consultant is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager.
- Z12.3 This undertaking shall not apply to –
- Z1 Information disclosed to the employees of the Consultant for the purposes of the implementation of this agreement. The Consultant 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;
- Information which the Consultant is required by law to disclose, provided that the Consultant notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Consultant 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

Information which at the time of disclosure or thereafter, without default on the part of the Consultant, enters the public domain or to information which was already in the possession of the Consultant at the time of disclosure (evidenced by written records in existence at that time);

- Z12.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer.
- Z12.5 The Consultant ensures that all his Sub-Consultants abide by the undertakings in this clause.
- Z13 Employer's Step-in rights
- Z13.1 If the Consultant defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the Consultant) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Consultant.
- Z13.2 The Consultant co-operates with the Employer, 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 Consultant under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager to achieve this end.
- Z14 Intellectual Property
- Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.
- Z14.3 The Consultant gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
- Z14.4 The Consultant shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
- Z14.4.1 the Consultant's design, manufacture, construction or execution of the Works;
- Z14.4.2 the use of the Consultant's Equipment, or
- Z14.4.3 the proper use of the Works.
- Z14.5 The Employer shall, at the request and cost of the Consultant, assist in contesting the claim and the Consultant may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z14.6 The Consultant will not use in whatsoever manner any of the IP of the Employer without the prior written consent of the Employer.
- Z15 Dispute resolution: The following amendments are made to Option W1:
- Z15.1 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".
- Z15.2 The following clauses are added at the end of clause W1.3:

- Z15.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z15.2.2 “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.”
- Z16 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.

## Part C1b: 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>
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<b>Physical Address:</b>  <b>Airports Company South Africa</b> <b>Chief Dawid Stuurman International Airport</b> Allister Miller Drive Walmer Private Bag X109 Gqebera 6001
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**Hereinafter referred to as "Client"**

<b>Name of organisation:</b>
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<b>Physical Address</b>
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**Hereinafter referred to as "the Mandatory/ Principal Contractor"**

## MANDATARY'S MAIN SCOPE OF WORK

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### AIRSIDE FENCE MAINTENANCE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).

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#### 1. Definitions

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

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**2. REPORTING**

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

**3. WARRANTY OF COMPLIANCE**

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

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

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

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site

where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

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

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

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

## **20. PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

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

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

21.2 Where the Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory and the Client OHS department for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatory to notify the Client OHS department of such equipment's and machinery.

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

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

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

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

### **23. PERMIT MANAGEMENT**

23.1 The 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 duly 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 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 always adhere to the speed limits and road signs on the premises.

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

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

### **25. CLARIFICATION**

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

### **26. DURATION OF AGREEMENT**

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

### **27. NON-COMPLIANCE WITH THE AGREEMENT**

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

- ❖ Apply 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.

<p style="text-align: center;"><b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b></p>
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always comply with the following conditions:

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

## **29. FURTHER UNDERTAKING**

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

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

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

Witnesses:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

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

Witnesses:

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

## **INSURANCE CLAUSES FOR CAPEX PROJECTS**

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

### **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.

## SECTION B: INSURANCE CLAUSES

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

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

#### 1. Insurance Effected by The Employer (Principle Controlled Insurance (“PCI”))

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

##### a) Contract Works/Contractors Public Liability/ Removal of Lateral Support Liability

###### Section 1 Of the Policy – Contract Works

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

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

This insurance contains the following limitations and warranties.

###### **Open Trench Limitation**

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

###### **Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)**

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

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

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

###### Section III of the Policy – Removal of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site

and arising out of or in connection with the Insured Contract (but not in respect of tunnelling works) and occurring during the Period of Insurance.

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

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

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

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

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

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

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

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

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

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

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

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

**Section 1 of the Policy – Contract Works**

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

**Section 2 of the Policy – Contractors Public Liability**

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

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

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

**b) Contract Works SASRIA**

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

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

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

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

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

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

**Airports Company South Africa:**

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

Buhle Mnguni

D: +27 (0)11 723 1400  
M: +27 (0)74 535 9075  
[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured or institute any proceedings.
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiries on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall cooperate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

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

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

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

**a) Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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

**d) Insurance For Buy-Down Cover Of Employer's Deductibles** Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (a) and (c) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

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

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

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

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

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

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

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

**j) Miscellaneous Insurance** other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

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

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action. If the Contractor fails to effect and keep in force the insurances referred to then the Employer may affect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

#### **2.4 Sub-Contractors.**

The Contractor shall:

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

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

**APPENDIX A**

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

**Send to: Airports Company South Africa**

E-Mail The Following People :

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)  
[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

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

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

Date of loss: \_\_\_\_\_

Reported to site agent by: \_\_\_\_\_ Date: \_\_\_\_\_

Reported to Insurance Broker by: \_\_\_\_\_ Date: \_\_\_\_\_

Locality of Incident  
\_\_\_\_\_

How did the loss occur (cause)?  
\_\_\_\_\_

Details and nature of loss or damage to Contract Works  
\_\_\_\_\_

Details of other property damaged  
\_\_\_\_\_  
\_\_\_\_\_

Names and address of witnesses  
\_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R\_\_\_\_\_

Person whom assessor should contact  
\_\_\_\_\_

Telephone/Mobile Numbers of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

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

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

**1. Insurance Effected by The Employer (Principle Controlled Insurance (“PCI”))**

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

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

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

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

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

This insurance contains the following limitations and warranties.

***Open Trench Limitation***

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

***Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)***

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

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

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

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

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site

and arising out of or in connection with the Insured Contract (but not in respect of tunnelling works) and occurring during the Period of Insurance.

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

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

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

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

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

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

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

**Section 1 of the Policy – Contract Works**

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

**Section 2 of the Policy – Contractors Public Liability**

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

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

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

**b) Contract Works SASRIA**

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

**c) Aviation Liability Insurance**

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

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

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

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

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- b) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

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

**Airports Company South Africa:**  
Nokulunga Masiza

Tel: +27 (0)11 723 1400  
M: +27 (0)79 512 0532  
[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

Buhle Mnguni  
D: +27 (0)11 723 1400  
M: +27 (0)74 535 9075  
[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured or institute any proceedings.
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiries on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall cooperate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

### **3. Insurance Effected by the Contractor.**

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

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

**a) Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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

**d) Insurance For Buy-Down Cover Of Employer's Deductibles** Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (a) and (c) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

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

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

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

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

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

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

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

**j) Miscellaneous Insurance** other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

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

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action. If the Contractor fails to effect and keep in force the insurances referred to then the Employer may affect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

#### 2.4 Sub-Contractors.

The Contractor shall:

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

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

**APPENDIX A**

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

**Send to: Airports Company South Africa**

E-Mail The Following People:

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

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

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

Date of loss: \_\_\_\_\_

Reported to site agent by: \_\_\_\_\_ Date: \_\_\_\_\_

Reported to Insurance Broker by: \_\_\_\_\_ Date: \_\_\_\_\_

Locality of Incident  
\_\_\_\_\_

How did the loss occur (cause)?  
\_\_\_\_\_

Details and nature of loss or damage to Contract Works  
\_\_\_\_\_

Details of other property damaged  
\_\_\_\_\_  
\_\_\_\_\_

Names and address of witnesses  
\_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

Person whom assessor should contact  
\_\_\_\_\_

Telephone/Mobile Numbers of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

## **PART C2: PRICING DATA**

### **Contents:**

C2.1 Pricing Data

NO.	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1.</b>	<b>PRELIMINARIES AND GENERAL</b>				
1.1	Permits operate on airports premises.	Prov.Sum	1	R20 000.00	R20 000.00
1.2	Occupational Health and Safety Plan  The lump sum shall include full compensation for assessing the risks associated with the Works, reviewing and taking cognisance of the Employer's health and safety specifications and/or requirements, preparing the Contractor's health and safety plan and for the submission of the plan to the Employer.	Lump Sum	1		
1.3	Implementation of Occupational Health and Safety Plan per call out  The contract rate shall include full compensation for implementing the health and safety plan, including the provision of safety trainings and briefings, staff medical evaluations, monitoring and administrating the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site.	No.	72		
1.4	Call Out Administration requirements  The contract rate shall include full compensation for work supervision, reporting, and administration related to assigned works, and traveling	No.	72		
<b>Total Carried Forward to summary</b>					<b>R</b>
<b>2.</b>	<b>REPAIR PERIMETER FENCE</b>				
2.1	Repair 3.5m×2.4m rigid wire mesh panels as per specified requirement, specifications and classifications, rates to include (operations, equipment, labour)	m <sup>2</sup>	100		

2.2	Supply and installation of fence steel posts for panels as per specified requirement, specifications and classifications, rates to include (operations, equipment, labour)	m	15		
2.3	Repair existing razor wire coil as per specified requirement, specifications and classifications, rates to include (operations, equipment, labour)	m	400		
2.4	Repair main gate hinges.	No.	8		
<b>Total Carried Forward to summary</b>					<b>R</b>
<b>3.</b>	<b>CONCRETE WORKS</b>				
3.1	concrete footings for steel posts, in terms of the specified requirements, specifications and classifications including (material supply, operations, equipment, labour e.tc)	m <sup>3</sup>	1.73		
<b>Total Carried Forward to summary</b>					<b>R</b>
<b>4.</b>	<b>ADDITIONAL WORKS</b>				
4.1	Recoating of 3.5m×2.4m rigid wire mesh panels and steel posts with rust proof compound as per specified requirement, specifications and classifications, rates to include (operations, equipment, labour)	m <sup>2</sup>	100		
4.2	Welding, grease application and testing of gates as per specified requirement, specifications and classifications, rates to include (operations, equipment, labour)	Sum	1		
<b>Total Carried Forward to summary</b>					<b>R</b>
<b>5.</b>	<b>AD-HOC WORKS</b>				
5.1	Provision of works measured in meters	m	1		
5.2	Provision of works measured in square meters	m <sup>2</sup>	1		
5.3	Provision of works measured in cubic meters	m <sup>3</sup>	1		
5.4	Provision of ad-hoc works and Supply and delivery of material to execute ad-hoc works	Prov.Sum	1	R 100 000	R 100 000.00
<b>Total Carried Forward to summary</b>					<b>R</b>

<b>Summary of Sections</b>		
<b>No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
1	PRELIMINARIES AND GENERAL	R
2	REPAIR PERIMETER FENCE	R
3	CONCRETE REPAIRS	R
4	ADDITIONAL WORKS	R
5	AD-HOC WORKS	R
<b>Total Carried forward to tender summary</b>		<b>R</b>

<b>TENDER SUMMARY</b>		
Total Bill of Quantities Carried forward to tender summary		R
<b>YEAR 1</b>	<b>SUBTOTAL 1</b>	<b>R</b>
<b>YEAR 2</b>	<b>YEAR 2 = YEAR 1 + 6% Escalation on year 1</b>	<b>R</b>
<b>YEAR 3</b>	<b>YEAR 3 = YEAR 2 + 6% Escalation on year 2</b>	<b>R</b>
<b>TOTAL</b>	<b>3 YEAR TOTAL (YEAR 1 + YEAR 2 + YEAR 3)</b>	<b>R</b>
	<b>Add: VAT (15% of 3 YEAR TOTAL)</b>	<b>R</b>
<b>GRAND TOTAL CARRIED FORWARD TO FORM OF OFFER</b>		<b>R</b>

**Pricing Notes:**

- All rates to exclude VAT.
- Work to be based on rates, as quantity may fluctuate time to time.
- Contingencies may only be claimed by circumstances approved by the client.

**NB: Tenderers must only price in accordance with the pricing schedule below. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.**

## Permits for Access to the Airport restricted areas

Please note that before working at the Chief Dawid Stuurman International Airport, 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.

Further details are obtainable from the Chief Dawid Stuurman International Airport Permit Office.

Below are the Permit Prices for personnel. All personnel on the project that will need to access site, which is on airside, shall have a permit. Permit prices to be included in the Bid Rates. No Disbursements or Provisional Sum shall be used to cover the cost of permits.

<b>NEW PERMIT PRICE</b>		
<b>Permit Type</b>	<b>Duration</b>	<b>Price (VAT incl. at 15%)</b>
<b>PERSONAL PERMITS</b>		
Personal Visitors permits	1 day	<b>R 36,17</b>
Personal temporary permits	2-5 days	<b>R 50,37</b>
Personal Permanent permits	6days-2yrs	<b>R 242,54</b>
SAPS fingerprint and background check	2 years	<b>R 48.00</b>
<b>VEHICLE PERMITS</b>		
Vehicle temporary permits	1 day	<b>R 43,61</b>
Vehicle temporary permits	2 days	<b>R 81,90</b>
Vehicle temporary permits	3 days	<b>R 120,21</b>
Vehicle temporary permits	1-3 months	<b>R 303,17</b>
Vehicle temporary permits	4-6 months	<b>R 598,90</b>
Vehicle temporary permits	6 – 12 months	<b>R 1 213,75</b>
<b>PERSONAL PERMIT PENALTIES</b>		
1 <sup>st</sup> Lost Personal Permit		<b>R 404,24</b>
2 <sup>nd</sup> Lost Personal Permit		<b>R 585,06</b>

3 <sup>RD</sup> Loss Personal Permit	No re-issue	<b>0</b>
1 <sup>st</sup> damaged Personal Permit		<b>R 145,52</b>
<b>CELL PHONE PERMITS</b>		
Cell phone permits		<b>R 61,17</b>
1 <sup>st</sup> Lost Cell phone permit		<b>R 145,52</b>
2 <sup>nd</sup> Lost Cell phone permit		<b>R 287,21</b>
Lost Permit 3 <sup>rd</sup> Time	No re-issue	
<b>COURSE</b>		
AVOP Corse		<b>R 378,97</b>
Avop refresher (after 2 years)		<b>R 265,28</b>
Airside induction		<b>R 378,97</b>
Airside induction refresher		<b>R 265,28</b>

## **PART C3: EMPLOYER'S SERVICE INFORMATION**

### **Contents:**

C3 Employer's Service Information

**Background:**

This document contains content for the CDSIA Fence Repairs required on an as when required bases for 36 months.

**Objective:**

The objective of this request is to procure the services of a service provider for the fence repairs required at Chief Dawin Stuurman International Airport (CDSIA) on an as when required basis for a period of 36 months.

**Scope of Works:**

The scope of works includes the following:

- Repair 3.5m×2.4m rigid wire mesh fence panels covering a total area of 100 m<sup>2</sup>.
- Repair razor wire coil wire for a length of 300 m.
- Supply and installation of steel posts casted in concrete footings.
- Recoating exposed steel with rust proof compound.
- Welding of fence steel columns and gates.
- Repairs of main gate.
- Greasing and testing of all mechanical gates
- Repairs to fence aprons.
- Repairs to any callout fence defects

**Material Requirements:**

The material used should be of the following qualities:

- Rust resistance.
- Durable.
- Suitable for coastal regions.
- Be approved by SABS.
- Adhere to applicable SANS standards.

**Special Notes to Service:**

The following notes forms part of the binding guidelines of this contract and are as follows:

- The service provider shall provide a complying safety file.
- The service provider shall comply with all relevant Aviation and other applicable laws, rules, policies, and regulations set for the airport.
- Prior to work, areas of repairs shall be delineated by the service manager.
- A working order, Permit to Airside, Permit to work shall be availed prior to works
- Materials, tools, equipment, machinery, and labour for all operations shall be provided by the service provider.
- The service provider shall be present for repairs within 48 hours of a call out.
- Normal working hours shall be split will only be Day shifts night works can only be based on emergencies.
- Day works will be 07h30 to 16h30 Monday to Friday
- Night works will be 21h30 to 04h00am Monday to Friday.
- Weekends can only be reserved for emergencies.
- All rates to exclude VAT.
- The tendered rates shall include full compensation for providing material, operations, tools and equipment and machinery (where required), labour, supervision, and incidentals for completing works.
- No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.

- Variations in the Scope and extent of the Services shall be allowed to meet the client's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
- All quantities are provisional and shall be expended as directed by the service manager and any balance remaining shall be deducted from the amount of the contract sum.
- The service provider shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

**Penalties:**

The following statement forms part of the binding guidelines of this contract and are as follows: below is a list of non-compliance actions that leads to penalties but not limited to.

- Unavailability of service provider within 48 hours of the call out shall result in charge penalty of 0.001% of the contracted amount per hour.
- Non-compliance to the rules, laws, policies, and regulations set for the airport shall result in fines stipulated by airport authority officers.
- Untidy work and poor housekeeping.
- Poor workmanship shall result in fines.
- Untidy work and poor housekeeping shall result in fines.

**Interpretation and terminology**

The following abbreviations are used in this Scope.

Abbreviation	Acronym Interpretation
ACSA	Airports Company South Africa
CDSIA	Chief Dawid Stuurman International Airport
IAM	Infrastructure Asset Management
FOD	Foreign Object Debris
SABS	South African Bureau of Standards
SANS	South African National Standards
CIDB	Construction Industry Development Board
CSD	Central Supplier Database
SK	Road Marking CIDB Designated Works
VAT	Value Added Tax

## **PART C4: SITE INFORMATION**

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**Contents:**

C4 Site Information

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## **Part C4: Site Information**

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

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

This Contract seeks to procure the services of a service provider for fence repairs and maintenance required at an as when required basis for a period of 36 months Chief Dawid Stuurman International Airport.

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

The Chief Dawid Stuurman International Airport is a live operational airport and there are various existing building and infrastructure that are close to and around the area where work shall be done. It is important that the design takes these into account.

The buildings are located within a high traffic movement area, and also adjacent to the airside precinct, an area which is governed with restricted access, as per ICAO and the NKP Act, and every caution needs to be considered when doing any work site inspections and / or investigations on site. The existing buildings and structures on site (adjacent to airside) include:

- Hangers, admin building and aircrafts
- Runways and Taxiways
- Aprons
- Service Roads
- The Fire Station and the Airfield Rescue and Fire Fighting vehicles
- Maintenance Engineering Buildings

#### **Hidden Services**

There are several services buried in and around the sites where the Works will take place, and precaution should be taken while carrying out the works. These services provide critical essential services to the Airside operations and should not be disturbed.

#### **Known services include:**

- Buildings in the area
- Electrical cables
- Storm water pipes
- Sewerage pipes
- Potable water main
- Fibre optic cables
- Communication cables
- Airfield Ground Lighting
- The Fuel hydrant system

## **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.

#### **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 Consultant is found lacking in any of the security measures or requirements, it will be an enough 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:

A handwritten signature in black ink, appearing to read "B. A. Maseko", with a horizontal line underneath it.

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 on-going 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
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airport 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**

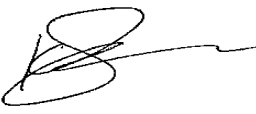


This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with [ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M](#).

**10. Records**

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator:	Five (5) years

Contractors Procedure			Policies and Procedures	
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**11. Endorsement (See ACSA Master File in Document Control Office, Corporate)**

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation Compliance and 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 Services and 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>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <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 sub-contractors fail to comply with these conditions.

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

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

**C4.6: Baseline HIRA: ACSA Generic Hazards Assessment**

<b>Baseline Risk Assessment</b>	
Project Name:	<b>AIRSIDE FENCE MAINTENANCE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).</b>
Document Number: HIRA 1	Revision Number: 001

<b>Risk Severity Definition</b>	<b>Description: Consequence (can lead to)...</b>	<b>Examples of what to look out for...</b>
<b>Category A</b> Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
<b>Category B</b> Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
<b>Category C</b> Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
<b>Category D</b> Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
<b>Category E</b> Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for...
<b>Category 1</b>	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
<b>Category 2</b>	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
<b>Category 3</b>	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
<b>Category 4</b>	Occasional	Likely to occur sometimes. Has occurred infrequently.
<b>Category 5</b>	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

Driving on airside	Incidents	Damage to aircraft/ vehicles/property / persons	<p>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit</p> <p>The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place</p>	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	<p>Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.</p>	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property /persons	Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B

Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/ human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B

Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade.	4C