

AIRPORTS COMPANY SOUTH AFRICA

PROJECT NUMBER : 6187

SCM Ref no. : 8590

REQUEST FOR BIDS FOR ENGINEERING PROFESSIONAL SERVICES FOR A PERIOD OF 22 MONTHS FOR THE REFURBISHMENT OF THE TERMINAL BUILDING AT THE BRAM FISCHER INTERNATIONAL AIRPORT.

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at: Bram Fischer International Airport

(Registration Number : 1993/004149/30)

and _____

(Registration Number : _____)

for **Engineering Professional Services for the Refurbishment of The Terminal Building for a Period of 22 months at Bram Fischer International Airport**

Engineering Professional Services for the Refurbishment of The Terminal Building for a Period of 22 months at Bram Fischer International Airport

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

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Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Engineering Professional Services for the Refurbishment of The Terminal Building for a Period of 22 months at Bram Fischer International Airport.

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 draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rands;

R including VAT (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(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 **Consultants** the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Airports Company South Africa (ACSA) SOC,
Bram Fischer International Airport,
N8 Thaba Nchu Road,
Bloemfontein,
9300

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

Part C1.2 Contract Data

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

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

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for Main Option: A- Lump Sum Contract with Activity Schedule

Dispute resolution Option clause : W1

Secondary Options

X7 Delay damages

X9 Transfer of rights

X10 *Employer's Agent*

X11 Termination by the Employer

X18: Limitation of liability

Z: *Additional conditions of contract*

of the NEC3 Professional Services Contract , April 2013.

The *project stages* are:

<i>project stage</i>		Key deliverable at end of each stage as described in the Scope and accepted by the <i>Employer</i>
No	Description	
1	Inception	
2	Concept and Viability	
3	Design Development	
4	Documentation and Procurement	
5	Construction monitoring	
6	Project close-out	

10.1	The <i>Employer</i> is: Airports Company South Africa SOC, Bram Fischer International Airport Address: Bram Fischer International Airport N8 Thaba Nchu Road Bloemfontein 9300 Tel No: 051 407 2200 Fax No:	
11.2(9)	The <i>services</i> are: Professional Engineering Services for Terminal Building Refurbishment Project at BFIA	
11.2(10)	The following matters will be included in the Risk Register • Availability of As Built information • Access to Site • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement	
11.2(11)	The Scope is in the document called Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa	
13.1	The <i>language of this contract</i> is English	
13.3	The <i>period for reply</i> is 7 days	
13.6	The <i>period for retention</i> is 1 year following Completion or earlier termination	
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things	
	access to	access date
1	Any Information	Upon award of the project(s)
2		Upon award of the project(s)
3	Time	
31.2	The <i>starting date</i> is: upon signature of the contract by the Employer.	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 22 months after the contract signing	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	
	Condition to be met	key date
1		
2		
3		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks of the Contract Date.	

32.2	The <i>Consultant</i> submits revised programmes at intervals of 4 weeks.		
4	Quality		
40.2	The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.		
41.1	The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i> .		
5	Payment		
50.1	The <i>assessment interval</i> ends and starts at 12h00 on the 25 th day of each successive month.		
51.1	The period within which payments are made is 4 weeks, after the receipt of the valid tax invoice.		
51.2	The <i>currency of this contract</i> is the South African Rand (ZAR).		
51.5	The <i>interest rate</i> is the prime lending rate of Nedbank at any given time		
6	Compensation events		
	No data required for this section of the <i>conditions of contract</i> .		
7	Rights to material		
	No data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability Refer to Annexure A - GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	- Consultant to submit Insurance Certificate of Professional Indemnity Insurance Cover of R 5 Million	
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	Consultant to submit Insurance Certificate of Insurance for Public Liability Insurance Cover for R10 Million	
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993	
81.1	The <i>Employer</i> provides insurance cover for the project		
82.1	Deductibles: • In the event where the consultant defaults in its insurance obligations, the employer may take insurance on their own and then deduct the monthly premiums from the consultant.		
9	Termination		
	Refer to Secondary Clause X11.		
10	Data for main Option clause		

21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than 4 weeks.	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Adjudicators provided under the relevant Z clause	
W1.2(3)	The <i>adjudicator nominating body</i> is the current Chairman of the Johannesburg Advocates' Bar Council.	
W1.4(2)	The <i>tribunal</i> is Arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	as set out in the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	• if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman	
	of the Association of Arbitrators (Southern Africa)	
12	Data for secondary Option clauses	
X7	Delay Damages	
	Delay damages for each section of the work are of	2% per week to the maximum of 10% Total of the Contract value
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name: Siseko Tshangana	
	Address:	
	Bram Fischer International Airport	
	N8 Thaba Nchu Road	
	Bloemfontein	
	9300	
	The authority of the <i>Employer's Agent</i> is Project Manager.	
X11	Termination by Employer	
X11.1	The Employer may terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.	
X18	Limitation of liability	

X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is Nil The <i>Employer's</i> liability to the <i>Consultant</i> for indirect or consequential loss is Nil The total Direct liability does not exceed 100% of the contract value cumulative total for either party
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is capped at the total of the contract price.
X18.3	The <i>end of liability date</i> is 1 years after Completion of the whole of the <i>services</i>.

ADDITIONAL CONDITINS OF CONTRACT

Z1 Estimation of fees

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of:

Z2 Tax invoices

The *Consultant's* invoice.

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

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

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

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

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

Z3 Communications and Notices

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

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

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

Z4 Appointment of the *Adjudicator*

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

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

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

Z4.1

Appointment of the Arbitrator

An Arbitrator is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either rejected or accepted by the either party. In the instance of a rejection of the nominated Arbitrator, the referring party refers the Appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below. An appointed Arbitrator shall provide his written award no later than 30 days following the last day of closing arguments.

PANEL OF ARBITRATORS		
Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com

Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z5 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 *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 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.

Z7 Extending the defects date: add the following as a new core clause 46:

- Z7.1** 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*.
- Z7.2** 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.
- Z7.3** 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.

Z8 Termination

- Z8.1** **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”.

Z9 Cession, delegation and assignment

- Z9.1 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.
- Z9.2 The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.

Z10 Ethics

Z10.1 The *Consultant* undertakes:

- Z10.1.1 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;
- Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2 The *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.
- Z10.3 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.

Z11. Confidentiality

- Z11.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *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.
- Z11.2 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*.
- Z11.3 This undertaking shall not apply to –
- Z11.3.1 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;

- Z11.3.2 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
- Z11.3.3 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).
- Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z11.5 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.
- Z12. Employer's Step-in rights**
- Z12.1 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*.
- Z12.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *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.
- Z13. Intellectual Property**
- Z13.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z13.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z13.3 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.

- Z13.4 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:
- Z13.4.1 the *Consultant's* design, manufacture, construction or execution of the Works;
- Z13.4.2 the use of the *Consultant's* Equipment, or
- Z13.4.3 the proper use of the Works.
- Z13.5 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 **Dispute resolution: The following amendments are made to Option W1:**
- Z14.1 **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".**
- Z14.2 **The following clauses are added at the end of clause W1.3:**
- Z14.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z14.2.2 "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."
- Z15 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 C1.2 Contract Data

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

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

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	The <i>Consultant</i> is (Name): Address: Tel No.: Fax No.: Email:
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Principal Agent Responsibilities: Qualifications: Experience: 2 Name: Job: Resident Engineer Responsibilities: Qualifications: Experience: 3 Name: Job: Structural Engineer Responsibilities: Qualifications: Experience:

4 Name:

Job: Architectural Engineer

Responsibilities:

Qualifications:

Experience:

5 Name:

Job: Quantity surveyor

Responsibilities:

Qualifications:

Experience:

6 Name:

Job: Mechanical Engineer

Responsibilities:

Qualifications:

Experience:

7 Name:

Job: Electrical Engineer

Responsibilities:

Qualifications:

Experience:

11.2(3) The *completion date* for the whole of the *services* is As required by ACSA

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

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

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

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

	access to	access date
1	All As-built Information & existing services	Upon award of the project(s)
2	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)

A Priced contract with activity schedule

11.2(14)	The <i>activity schedule</i> is in the Pricing Data
11.2(18)	The tendered total of the Prices is in the Form of Offer and Acceptance

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA BRAM FISCHER INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa N8 Thaba Nchu Road First Floor ACSA Offices Bram Fischer International Airport

Hereinafter referred to as “Client”

Name of organisation:

Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50, National Building regulations and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.

- b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY

ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of
.....(company name) undertake to ensure that the requirements and
the provision of the 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

SIGNATURE ON BEHALF OF THE CLIENT

DATE

AIRPORT COMPANY SOUTH AFRICA

Part C2: Pricing Data**C2.1 Pricing Instructions****Remuneration for Professional Services**

Remuneration for professional services will be on **Priced Contract with Activity Schedule** as outlined in the document below.

The pricing structure is as per the proposal submitted (RFP ref no. 8590) by the *Consultants*.

Estimated Project Cost – R43 781 998.00

Consultants Fee:

R _____ **(Excl. VAT)**

PROFESIONAL SERVICES		Offered fees	
	SERVICES ACCORDING TO PROJECT STAGES	OFFERED FEE PERCENTAGE	OFFERED FEE AMOUNT
1.	Stage 1: Inception		
2	Stage 2: Conception & Viability		
3	Stage 3: Design Development		
4.	Stage 4: Documentation and Procurement		
5.	Stage 5: Construction (Contract administration & supervision)		
6.	Stage 6: Close-Out		
	SUB-TOTAL (Stage 1 – 6)		
7.	Disbursements @ 5%		
8.	10% Contingency		
	SUB-TOTAL (Excluding VAT)		
	ADD 15% VAT		
	TOTAL (Including VAT)		

ISBURSMENT SCHEDULE

- (a) Only project related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Cellular calls and Travelling during Construction will be recovered through the Contractors' Claim.
- (e) Health and Safety Agent will be recovered through Disbursements.
- (f) No mark-up on any disbursement cost will be paid.
- (g) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)

Above expenses by the Tenderer are deemed to be inclusive in their professional fees.

Part C3: Scope of work

C3.1: EMPLOYER'S SCOPE

Description of the services

Executive overview

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Upington (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

Objectives:

The scope of the consultant's work is to provide AIRPORTS COMPANY OF SOUTH AFRICA with Building, Architectural, Electrical, Mechanical and Structural engineering professional services at Bram Fischer International Airport. The scope includes but not limited to the following:

Building works: Water proofing, carpets, partitioning, tiling, plastering, painting, glazing, plumbing, roofing, ceilings, signage, doors and doorframes...etc

Electrical works: Low Voltage (LV) network, light, lighting control, metering, fire detection systems, DBs, lightning protection...etc

Mechanical works: air-conditioning systems, fire protection systems, evacuation systems...etc

Structural works: Building Structure, building extension and surroundings...etc

Areas to be covered

- Terminal Building
- Maintenance contractors building
- Cargo and SAPS building
- Air Chefs building and waste storage
- Lock-up garages

The project stages are:

1. Inception, including investigations and assessments
2. Concept Design Stage (*financial costs for detailed design – affirming the detailed design costs including construction period*).
3. Stage 3 Detailed Design Stage (*affirming the financial costs, estimates of completion including full technical scope*).
4. Documentation and Procurement
5. Construction monitoring
6. Project close-out

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa

Specification and description of the services

The professional services are for the investigations, design of the rehabilitation and upgrade of the intersection, the documentation, contract administration and site supervision of the construction of the project.

The services required for this project are as agreed during the project handover meeting.

The broad scope of services and activities shall be in accordance with relevant sections of the Guideline for Services and processes for estimating fees for persons Registered in terms of the Act, 2000 (Act No. 46 of 2000), and as amended by the specific project requirements.

The scope of services will be divided into the following components: *(please provide details for the following headings)*.

Stage 1 Inception Report

Stage 2 Preliminary Design (Concept and Viability)

Stage 3: Detailed Design

Stage 4: Documentation

Stage 5: Construction monitoring

Stage 6: Project close-out

Design Specification/Standards

- SANS7240
- Evacuation standards of EN54

Drawing requirements

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

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

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

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

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

All drawings shall additionally comply with the latest revision of the ACSA standards where applicable

Design Software and Programmes/Methodologies to be utilised

AutoCAD,

Constraints on how the *Consultant* Provides the Services.

Management meetings

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

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Every two weeks	To be confirmed	<i>Employer's Agent, Consultant</i>
Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer's Agent, Consultant</i>

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

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

Consultant's key persons

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

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

Work Plan

Objectives

The project shall be done firstly in accordance with the Employer's objective as per his appointed NEC Scope of Works Briefing with detail tasks and deliverables for each of the project stages, i.e. Scoping and Brief Stage, Preliminary Design Stage, Detail Design and Bid Stage, Working Drawing Stage and Construction Stage.

ISO Quality management System

All projects shall be managed in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports and site administration. Consultants must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict international Quality Procedures.

Programme and monthly feedback

A detailed programme for each project needs to be submitted within 14days of appointment and updated regularly/monthly.

Consultation and Client Feedback

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during feasibility preliminary design, detailed design and construction stages will be essential in delivering optimal and acceptable solutions which are in line with ACSA specifications and budget allocations. A monthly progress and cost report shall be done from detail design stage onwards till construction ends.

Understanding the Works

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

Compliance with Laws

The Consultant keeps himself fully informed of, and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to provide the Services and/or Works). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

Compliance with Codes & Standards

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

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

Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Consultant* shall comply with the Health and Safety requirements contained in Annexure C.

Working on the *Employer's* property

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

This work will be on the Landside area of the airport and the normal operations must be able to continue for the duration of the contract.

Please also refer to Annexure B: **SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT.**

People restrictions, hours of work, conduct and records

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

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

Cooperating with and obtaining acceptance of Others

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

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

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

Things provided by the *Employer*

The *Employer* will issue to the *Consultant* available information that will assist in the carrying out of the services. This information may include Base plans to indicate existing services, Traffic Impact Assessments and other available information.

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

Part C4.1 : Site Information

The Terminal Building refurbishment Project will be undertaken in Terminal of BFIA



Part C4.2 : Insurance – Generic Conditions of Contract Insurance

AIRPORTS COMPANY OF SOUTH AFRICA LIMITED (ACSA)

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES

Contractors All Risks, SASRIA (Riot & Strike), Public Liability and Professional Indemnity Insurances

01 APRIL 2015 to 31 MARCH 2016

Prepared by: Aon South Africa (Pty) Limited
05 October 2026

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES

Insurance Clauses for inclusion into Capital Expenditure Projects Contracts and Professional Services Agreements

Insurance to be arranged by the Employer.

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

- (a) **CONTRACT WORKS Insurance** – which will provide cover against physical loss of or damage to the Works including Temporary Works, plant and materials intended to form part of the Permanent Works. Blanket cover for Projects below R50,000,000 and certificates for Projects above R50,000,000
- (b) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of not less than **R 1,000,000,000** in respect of all claims arising from any one occurrence or series of occurrences consequent upon or attributable to one source or original cause.
- (c) **PROFESSIONAL INDEMNITY Insurance** – which shall be procured on a Project by Project basis covering the Employer, Contractor, Sub-Contractors, Consultants and all other Consultants providing their own services to the project and where relevant Suppliers and Vendors for an amount not less than **R 250,000,000** any one claim but **R 500,000,000** in total for the Project. This insurance will provide indemnity against claims arising out of negligent acts, errors or omissions by the Employer, Consultants, Sub-Consultants, Contractors and Sub-Contractors, and all other Consultants engaged in the Project as designers of the Works and as the parties responsible for the provision of the Services under the Contract and any other services for other aspects of the Project.

The Employer shall maintain such Professional Indemnity insurance for the period of the construction subject to a maximum of 48 (forty eight) months commencing on the date of award of the Construction Contract. The insurance shall include Retroactive cover to the date of Conceptual Design commencement, maximum 3 (three) years.

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

- (d) **SASRIA (Riot & Strike) Insurance** – which will provide cover against Riot, Strike and associated risks for physical damage to the Works, including Temporary Works, Plant and Materials intended to form part of the Permanent Works.
- (e) **MARINE AND AIR CARGO Insurance** – which will provide cover in respect of all materials, equipment, machinery, spares and other items for incorporation into the Works against all risks of physical loss or damage while in transit by sea or air (and ongoing transit by road or rail) from country of origin anywhere in the world to the site in the Republic of South Africa.

If the Contract has a Marine Cargo component and it is not an accepted Insurance responsibility of ACSA, then this clause (e) must be moved down to the section below that addresses "Insurance to be arranged by the Contractor as clause (e).

In the event that the insuring responsibility is transferred to the Constructor or Supplier, the following additional wording must also be included in addition to the clause as it stands in (e) above.

"The Contractor shall ensure that the following clause is included in any Marine Insurance policy covering plant, material, equipment and other things to be incorporated into the works imported in terms of the Contract;

Contribution

Notwithstanding anything contained herein to the contrary, it is hereby agreed that in the event of loss or damage to property otherwise insured by any Contract Works or engineering erection policies where such loss or damage is discovered after the termination of the voyage or transit in respect of which this insurance applies, and it is not possible to ascertain whether the cause of such loss or damage happened prior or subsequent to the termination of such voyage or transit, this insurance shall contribute 50 % (fifty percent) to any properly adjusted claim. The Contract Works or engineering erection policies shall likewise contribute 50 % (fifty percent) in the same manner.

Provided that any such Contract Works or engineering erection policies shall contain a contribution clause in like manner to that hereby expressed.

In the event of the Contractor being unable or unwilling to ensure that the above clause is included in any marine insurance policy covering the Works, the Contractor shall be liable to contribute 50 % (fifty percent) of any properly adjusted loss and the Contract Works or engineering erection policies shall contribute 50 % (fifty percent) in like manner.

It being understood that any such contribution made by the Contractor shall not be recoverable under insurance held by the Employer on the Contractor's and its behalf, and that compliance with this condition shall not derogate from any obligation or liability of the Contractor under Contract."

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

Applicable to Clauses (a) to (e) above

- The Employer shall pay any premium due in connection with the insurance effected by the Employer.
 - (i) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
 - (ii) Any further clarification in the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iii) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (a) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Broker or the Insurers by e-mail, telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability – Ref: **Annexure "A1" (and copy in The Employer).**

- (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay. – Ref: **Annexure “A1” (and copy in the Employer).**
- (c) negotiate the settlement of claims with the Insurers through the Employer’s Insurance Brokers and shall when required to do so obtain the Employer’s approval of such settlement.

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

- (iv) The Contractor shall be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or his Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor’s admitted claim.

The Deductible for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to a loss or damage or liability indemnifiable are as stated in **Annexure “A2”**.

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

- (v) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor’s obligations liabilities or responsibilities in terms of the Contract.

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

Insurance to be arranged by the Contractor

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

- (a) Insurance of Contractor’s Equipment including tools offices and other temporary structures and contents and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment’s in the Suppliers’ or Sub Supplier’s operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability indemnity.
- (d) Where the Contact involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the site the Supplier shall satisfy the Employer that all Plant and Materials 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 of the Supplier.

Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the Site are to be insured by the Contractor up to the commencement of transit to Site of the assembled or finished equipment component parts or materials unless special arrangements are made by the Employer.

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

- (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
- (a) be affected with Insurers and on terms approved by the Employer
 - (b) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (c) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- (ii) In the event that the Contractor or any of his Sub-Contractors 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 in this Contract then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

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

ANNEXURE “A1”**DEDUCTIBLES****1) Contract Works Insurance**

■ All Civil Work and Earthworks excluding Runways	R	100,000
■ Runway Rehabilitation	R	100,000
■ New Runway Construction	R	500,000
■ All Other Claims	R	100,000
■ Other Property Insured	R	500,000

Note: Projects with a contract value of less than R50m R 50,000

2) Public Liability

- (a) R 25,000 per occurrence in respect of property damage only, but
R 250,000 per occurrence in respect of any damage to aircraft
- (b) R 250,000 in the aggregate in respect of Removal of Lateral Support
- (c) Nil in respect of injury to third party persons

3) Professional Indemnity

Project Value	Deductible
Project value up to R 50 m	R5,000,000
Project value in excess of R50 m	R10,000,000

4) SASRIA (Riot & Strike)

0,100% of Contract Value, minimum R 2,500 and maximum R 25,000 in respect of theft claims only.

5) Marine and Air Cargo - cover is not automatically arranged unless by special request. Refer to ACSA for additional information.

ANNEXURE "A2"
INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to:

*From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

E- mail: priscilla.hart@aon.co.za

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

DATE OF LOSS:

REPORTED TO SITE AGENT BY:	DATE
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REPORTED TO AON SOUTH AFRICA BY:	DATE
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Locality of Incident:

How did the loss /damage/injury/death occur (cause):

Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY:..... SIGNATURE:

COMPANY:..... DATE:.....

INSURANCE REQUIREMENTS FOR PROJECTS

2. Insurance Requirements

2.1 Insurance requirements for contracts **below R50million in value with no access to the airside**

The contractors / consultants are responsible for the following covers:

- Public Liability cover of R10 million
- Professional Indemnity cover of R5million

Deductibles:

- The contractors and consultants are responsible for the deductibles listed in the document on contract clauses (document attached).
- With regards to contract works claims, the contractor / consultant is responsible for a deductible / excess of R50 000.
- In the event that the contractor causes damage to 3rd party property, bodily injury or death the contractor's / consultant's R10million public liability cover will kick in first.
- Should the claim be more that R10 million, then ACSA's liability policy will kick in.
- In the case of property damage the contractor / consultant will be responsible for a deductible / excess of R25 000 when the ACSA liability cover kicks in.
- In the event of removal of lateral support, the contractor / consultant will be responsible for a deductible / excess of R250 000 when the ACSA liability cover kicks in.

2.2 Insurance requirements for contracts **below R50million in value with access to airside**

The contractors / consultants are responsible for the following covers:

- Public Liability cover of R100 million
- Professional Indemnity cover of R10million

Deductibles / Excess:

- The contractors and consultants are responsible for the deductibles listed in the document on contract clauses (document attached).
- With regards to contract works, the contractor / consultant will be responsible for a deductible / excess of R50 000.
- In the event that the contractor causes damage to 3rd party property, bodily injury or death the contractor's / consultant's R100million public liability cover will kick in first.
- Should the claim be more that R100 million, then ACSA's liability cover will kick in. In the case of property damage the contractor / consultant will be responsible for a deductible / excess of R25 000 when the ACSA liability cover kicks in.
- In the case of damage to aircraft, the contractor / consultant will be responsible for a deductible / excess of R250 000 when the ACSA liability cover kicks in.
- In the event of removal of lateral support, the contractor / consultant will be responsible for a deductible / excess of R250 000 when the ACSA policy kicks in.

Part C4.3 - 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 cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

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

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

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

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

2. Airport Security and Safety

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

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

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

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

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

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

3. Responsibilities of Consulting Engineers/Contractor

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

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

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised 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 immobilised 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 what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

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

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

7. Compliance with Instructions

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

8. Delays Caused by Airport Management

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

9. General Requirements for Execution of the Work

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

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

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

10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during night time, 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) recognises 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 minimise these impacts as far as possible.

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

C4.4 - OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR ACSA

HEALTH & SAFETY SPECIFICATIONS

Project: CTIA, RFQ CTIA 300/2014

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INTRODUCTION

In terms of the Construction Regulation 5(1) b the client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective contractor and designers. The contractor, on appointment shall submit a Health & Safety plan which shall address the requirements of this specification. This specification objective is to ensure that the contractor(s) entering into a contract with ACSA achieve an acceptable level of OH&S performance. This document forms an integral part of Project Information and the contract. Principle and other contractors should make it part of any contract that they may have with their contractors

Client	ACSA
Project Brief	Principal contractor to be appointed to carry out the Refurbishment of the Terminal Building
Project	Terminal Building refurbishment project
Location.	Terminal Building
	

and /or suppliers.

Compliance with this document does not absolve the client from complying with minimum legal requirements and the client remains responsible for the health & safety of his employees and those of his mandatories. ACSA reserves the right to audit, monitor and where necessary regulate the site work activities of any principle contractor or appointed subcontractor as per Construction Regulation 5(1) (o) and section 5 of this document.

1. SCOPE AND DESCRIPTION OF PROJECT

Project Description: Terminal Building refurbishment project	
Boundaries	Work Terminal Building, and remote buildings
Existing Services	Only working on Terminal Building, and remote buildings
Roads and Traffic Systems	Not applicable
Existing Structures	Terminal Building, and remote buildings

2. DEFINITIONS

The definitions as listed in the OHS Act and Construction Regulations 84 of 7 February 2014 shall apply. Therefore all references to the old Construction Regulations will change to the new Construction Regulations.

Client: means any person for whom construction work is being performed.

Principal Contractor: means an employer appointed by the client to perform construction work

Contractor: means an employer who performs construction work;

Construction work: means any work in connection with,

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Competent person: means a person who,

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

Designer: means

- (a) competent person who
 - i.) prepares a design;
 - ii.) checks and approves a design; or
 - iii.) arranges for any person at work under his or her control to prepare a design
 - iv.) including an employee of that person where he/she is the employer or
 - v.) designs temporary work, including its components,
- (b) an architect or engineer contributing to, or having overall responsibility for a design;
- (c) a building services engineer designing details for fixed plant;
- (d) a surveyor specifying articles or drawing up specifications;
- (e) A Contractor carrying out design work as part of a design and building project; or
- (f) an interior designer, shop-fitter or landscape architect;

Fall prevention equipment: means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

Fall arrest equipment: means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

Hazard: means a source of or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

Risk assessment: means the process contemplated in paragraph 10 of the specifications.

Excavation work: means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

Ergonomics: means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

3. NOTIFICATION OF CONSTRUCTION

(Construction Regulation 4)

The Principal Contractor who intends to carry out any construction work must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- (a) include excavation work;
- (b) include working at a height where there is risk of falling;

- (c) include the demolition of a structure; or
- (d) Include the use of explosives to perform construction work.

4. DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR

(Construction Regulation 7)

The Principal Contractor must:

- (a) Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- (c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—
 - i.) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ii.) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - iii.) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - iv.) Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - v.) Appoint each contractor in writing for the part of the project on the construction site;
 - vi.) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - vii.) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;
 - viii.) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;
 - ix.) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
 - x.) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;
- (d) Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
- (e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- (f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
- (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

The Principal Contractor must take reasonable steps to ensure co-operation between all contractors appointed by the Principal Contractor to enable each of those contractors to comply with this specification.

No contractor may allow or permit any employee or visitor to enter the site, unless that employee or visitor has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry and must ensure all have the necessary personal protective equipment.

The Contractor must prior to performing any construction work:

- (a) Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;
- (c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- (d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- (e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where the contractor appoints another contractor to perform construction work, the duties determined in **section 5** of this document applies to the contractor as if he/she were the Principal Contractor.

A Contractor must at all times keep records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

5. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

(Construction Regulation 8)

The Principal Contractor must in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health and Safety compliance, and in the absence of the Construction Manager an alternate must be appointed by the Principal Contractor.

The Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant Construction Managers for different sections thereof: Provided that the designation of any such person does not relieve the Construction Manager of any personal accountability for failing in his or her management duties in terms of this regulation.

No Construction Manager appointed under paragraph 6 above may manage any construction work on or in any construction site other than the site in respect of which he/she has been appointed.

A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

No Contractor may appoint a Construction Health and Safety Officer to assist in the control of health and safety related aspects on the site unless he/she is reasonably satisfied that the construction health and safety officer that he/she intends to appoint has necessary competencies and resources to assist the Principal Contractor

A Construction Manager must in writing appoint Construction Supervisors responsible for construction activities and ensuring Occupational Health and Safety compliance on the construction site.

A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the Construction Supervisor contemplated in **paragraph 6** above, and every such employee has, to the extent clearly defined by the Principal Contractor in the letter of appointment, the same duties as the Construction Supervisor: Provided that the designation of any such employee does not relieve the Construction Supervisor of any personal accountability for failing in his or her supervisory duties in terms of this section in the specification..

No Construction Supervisor appointed under paragraph 6 above may supervise any construction work on or in any construction site other than the site in respect of which he/she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

6. REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER

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

7. MANDATORY AGREEMENT

A duly signed mandatory form also referred to as 'OHS Act section 37.2' must be obtained from ACSA Safety Department. It must be signed and returned to ACSA by the Principal Contractor at least 10 days prior to commencement of construction work. The Principal Contractor must ensure that all its contractors have completed a similar document and a proof of such signed documents is submitted to ACSA for reference purposes.

8. ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & APPLICABLE REGULATIONS

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

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Manager CR8(1)
- (c) Assistant Construction Manager CR8(2) - *where applicable*
- (d) Full-time or part-time Construction Safety Officer CR8(5)
- (e) Construction Supervisor CR8(7)
- (f) Assistant Construction Supervisor CR8(8) - *where applicable*
- (g) Risk Assessor CR9(1)
- (h) Fall Protection Developer/Planner CR10(1) - *where applicable*
- (i) Temporary Works Designer CR11(1) - *where applicable*
- (j) Temporary Works Supervisor CR11(2) - *where applicable*
- (k) Excavation Supervisor CR13(1)a) - *where applicable*
- (l) Demolition Work Supervisor and Controller CR14(1) - *where applicable*
- (m) Scaffolding Supervisor CR16(1) - *where applicable*
- (n) Scaffolding Team leader CR16(1) - *where applicable*
- (o) Scaffolding Inspector CR16(1) - *where applicable*
- (p) Scaffolding Erector CR16(1) - *where applicable*
- (q) Suspended Platforms Supervisor CR17(1) - *where applicable*
- (r) Rope Access Supervisor CR18(1)a) - *where applicable*
- (s) Rope Access Fall Protection Plan Developed (R18(2)b) - *where applicable*
- (t) Material Hoist Inspector CR19(8)a) - *where applicable*
- (u) Bulk Mixing Plant Supervisor CR20(1) - *where applicable*
- (v) Explosive Actuated Fastening Device Operator CR21(2)b) - *where applicable*
- (w) Explosive Actuated Fastening Device Controller CR21(2)g(i) - *where applicable*
- (x) Construction Vehicles and Mobile Plant Operator CR23(1)d(i) - *where applicable*
- (y) Temporary Electrical Installations Controller CR24(c) - *where applicable*
- (z) Portable Electrical Equipment Supervisor CR24(d) - *where applicable*
- (aa) Fire Equipment Inspector CR29(h) - *where applicable*
- (bb) First Aider GSR3(4) -- *where applicable*
- (cc) Stacking Supervisor (CR28(a)) (GSR2(a))
- (dd) Competent Person in Confined Space Entry GSR5(1) - *where applicable*
- (ee) Gas Cutting/Welding Supervisor (GSR9(a)) - *where applicable*
- (ff) Ladder Supervisor and Inspector (GSR13(a)) - *where applicable*
- (gg) Lifting Machine Inspector (DMR18(7)) - *where applicable*
- (hh) Lifting Tackle Inspector (DMR18(10)e) - *where applicable*
- (ii) Lifting Machine Supervisor (DMR18(11)) - *where applicable*
- (jj) Supervisor of Machinery (GMR1) - *where applicable*
- (kk) Safety Representatives (OHS Act Sec.17 - *where applicable*
- (ll) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - *where applicable*
- (mm) Incident Investigator (GAR9(2))
- (nn) Blasting Supervisor (Supervision Of Explosives Workplace ER12) - *where applicable*

9. HEALTH AND SAFETY DOCUMENTATION

The Principal Contractor must provide and demonstrate to ACSA a suitable, sufficiently documented and coherent site specific health and safety plan, based on ACSA's documented health and safety specifications. The health and safety plan must include but not limited to the following during tendering process, before commencement of construction work and during construction:

Principal Contractor's Health & Safety Policy

The Principal Contractor must provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines Principal Contractor's commitment towards health and safety

Health and Safety Organogram

The Principal Contractor must provide a health & safety organogram which outlines related appointments in terms of the OHS Act and applicable Regulations. Contact numbers should also be provided for easy reference.

10. RISK ASSESSMENT

(Construction Regulation 9)

A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

A Contractor must ensure that:

- (f) as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment
- (g) that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site
- (h) Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site
- (i) consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site
- (j) copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee
- (k) review the relevant risk assessment—
 - i. where changes are effected to the design and or construction that result in a change to the risk profile; or
 - ii. when an incident has occurred.

11. FALL PROTECTION PLAN

(Construction Regulation 10)

A Contractor must

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

The Fall Protection Plan must include

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- (c) a programme for the training of employees working from a fall risk position and the records thereof;
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A Contractor must ensure that:

- (a) **The Construction Manager** appointed under **Construction Regulation 8(1)** is in possession of the most recently updated version of the fall protection plan.
- (b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;
- (d) fall prevention and fall arrest equipment are

- (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

Where roof work is being performed on a construction site, the Contractor must ensure that, in addition to the requirements set out above, it is indicated in the fall protection plan that:

- (a) the roof work has been properly planned;
- (b) the roof erectors are competent to carry out the work;
- (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
- (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

Principal Contractor / Contractor - Competency Assessment

(Construction Regulation 7)

The Principal Contractor must be reasonably satisfied that the sub-contractors he intends to appoint also have the necessary competencies and resources to safely conduct the work they will be appointed for. This must be established at tender stage and before appointments are made.

In order to ensure this, the Principal Contractor must demonstrate to the Client that it has a suitable and sufficiently.

12. ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH & SAFETY FILE

(Construction Regulation 7)

The Occupational Health and Safety File

The Principal Contractor will keep an Occupational Health and Safety File on site containing the following documents (where applicable) as a minimum:

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspections Register.
- Construction Vehicles & Mobile Plant Inspection.
- Daily Inspection of Vehicles.
- Plant and other Equipment by the Operator/Driver/User.
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Explosive Powered Tool Inspection/Maintenance/Issue/Returns Register. (incl. cartridges & nails)
- Fall Protection Inspection Register.
- First Aid Box Contents.
- Fire Equipment Inspection & Maintenance.
- False work Inspections.
- Hazardous Chemical Substances Record.
- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.

- All other applicable records.
- An equipment inventory register, detailing all major items of equipment such as Construction Vehicles and Mobile Plant etc...

If any work is to be performed on Airside. The contractor must performing such work must provide ACSA with an airside safety plan.

On completion of the project or on completion of the contractors work each contractor must surrender the completed OHS file to the Principal Contractor for consolidation into one "Master File". **A Principal Contractor must** hand over a consolidated health and safety file to ACSA upon completion of the construction work and must, in addition to the documentation referred to in **paragraph 5** of this document include a record of all drawings, designs, materials used and other similar information concerning the completed structure. (These records will then be archived by ACSA for future reference purposes)

13. HEALTH AND SAFETY REPRESENTATIVES

The Principal Contractor must ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person where there are more than 20 employees at the work place. A proof of training certificate must be provided to ACSA.

Health and Safety Representatives must conduct monthly inspections by completing a checklist developed by the Principal Contractor. Safety defects noted must be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings must be made available to ACSA for reference for audits purposes.

Health and Safety Representatives and their reports must form part of the safety committee which must meet on a monthly bases.

The Principal Contractor must hold health and safety committee meetings on site. Minutes of such meetings and action taken by management must be kept on file and made available to ACSA for reference purposes. Members of the committee must receive proper training and a proof of such training must be made available.

The Committee must consider, at least, the Following Agenda:

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

The Principal Contractor must ensure that ACSA Safety Department is invited to such meetings. These meetings do not substitute for Principal Contractor's Site meetings.

14. HEALTH & SAFETY TRAINING

Environmental Health and Safety Induction

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

For any construction work to be conducted on the Airside, Airside Induction training (AIT) must be attended by all persons entering who are to enter Airside and a course fee determined by ACSA must be paid by the Principal Contractor. A security permit to access airside must be issued on production of proof of attendance.

Induction Conducted by the Principal Contractor and Competent Person

A manual /copy of such training must be provided to ACSA for reference purposes. As determined by the risk assessment. The Principal Contractor must ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

Toolbox Talks

The Principal Contractor must ensure that employees attend a formal Toolbox Talk to be held at least once a week. Toolbox Talks must cover a wide variety of topics related to health and safety. An attendance register must be completed by employees who attended such talks. The register must indicate the topic covered presenter,

date and signatures of employees attended. Records for Toolbox Talks must be kept in a health and safety file and be made available to ACSA for perusal.

First Aid Training

The Principal Contractor must appoint competent First Aider(s) in writing where more than 10 employees are employed. A letter of appointment must be kept on file for reference made available to ACSA Safety. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of construction work and a proof of certificate be submitted to ACSA for reference.

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

15. FIRE PREVENTION AND PROTECTION

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

16. EMERGENCY PREPAREDNESS

The Principal Contractor must provide ACSA with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

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

In case of medical and/or fire emergency contact ACSA Fire & Rescue Services:

(021) 937 1211 or 1249

The Principal Contractor must provide ACSA Safety with a full record of any incidents which may occur on site.

17. INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION

The Principal Contractor must ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Manager for further investigation and remedial action. The Principal Contractor must ensure that all OHS Act section 24 incidents/accidents are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days. If construction work will be finished within 3 days after occurrence, an investigation must be conducted before such construction work is completed. Proof of such investigation must be submitted to ACSA immediately or within 24 hours after investigation.

18. PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

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

19. FALL PROTECTION (WORKING IN ELEVATED POSITIONS)

(Construction Regulation 10)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a full body harness that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with guard rails at two different heights as prescribed in SABS 085' Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding

Workers working in elevated positions must be trained to do this safely and without risk. Proof of training must be maintained on the contractors site safety file. Medical certificates of fitness for all employees working in elevated positions must be available on site. This must be issued by an Occupational Health Practitioner.

Where work on roofs are carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed as to support the roof structure.

The Risk Assessments shall place specific emphasis on the placing and handling of roofing materials such as Inverted Box Rib Sheetting (IBR sheetting) or similar materials, (including contingency safety measures), which when exposed to windy conditions represents a serious safety hazard.

20. RISK ASSESSMENT FOR CONSTRUCTION WORK

(Construction Regulation 9)

Every Contractor performing Construction work shall, before the commencement of any construction work and during such work, have a Risk Assessment performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan.

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

The Risk Assessment must include:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

A Contractor must ensure that:

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

N.B. A risk assessment will be performed for all unplanned work and submitted to ACSA for approval prior to work commencing.

21. STRUCTURES *(not applicable to the scope of work)*

(Construction Regulation 11)

The Contractor will ensure that in terms of Construction Regulation 11 the following is adhered to:

- That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction/demolition process.
- All drawings pertaining to the design are on site and available for inspection.

The structural engineer shall carry out inspections at appropriate and sufficient intervals of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing.

22. TEMPORARY WORK

(Construction Regulation 12)

Temporary work must be carried out under the supervision of a competent person designated in writing.

Temporary works structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.

No load is to be imposed onto the structure that the structure is not designed to carry.

Temporary works must be erected in accordance with the structural design drawings for that temporary works and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the temporary works.

All design drawings pertaining to the temporary works must be kept available on site.

All equipment used in the erection of temporary works must be checked by a competent person before use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

Employees erecting temporary works must be trained in the safe work procedures for the erection, moving and dismantling of temporary works.

Safe access/egress (and emergency escape) must be provided for workers.

A competent person must inspect temporary works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the temporary works is stripped.

The results of all inspections must be recorded in a register kept on site.

The temporary works must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.

Any damaged temporary works must be repaired/rectified immediately. Deck panels must be secured against displacement.

The contractor must ensure that no employee is exposed, or required to work on slippery and dangerous surfaces. Person's health must be protected when use is made of solvents, oils or other similar substances.

Ensuring that the OEL (Occupational Exposure Limit) for any substances that they may be exposed to does not exceed the legal limits and that the necessary PPE is used.

23. EXCAVATIONS (not applicable to the scope of work)

(Construction Regulation 13)

The Principal Contractor must ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment must be provided to ACSA Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.0m deep must be provided to ACSA prior commencement of work. The Principal Contractor must ensure that no person works in an excavation which is not adequately braced or shored.

The Principal Contractor must ensure that every excavation including bracing and shoring are inspected daily prior each shift starts and such records are kept on site for reference.

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

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

The Principal Contractor must communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

24. DEMOLITION WORK (not applicable to the scope of work)

(Construction Regulation 14)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

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

25. SCAFFOLDING

(Construction Regulation 16)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. (Safe to use / Scaffold not Safe)

On completion of the erection, the Supplier will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. The Supplier will then issue a Handover Certificate, Drawings, design and specifications shall be signed by a registered professional engineer.

An inspection of the completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e. a hoist or advertising banners be added to the scaffold at a later stage, the professional engineer must approve the modification.

26. SUSPENDED PLATFORMS (*not applicable to the scope of work*)

(Construction Regulation 17)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 17.

27. EXPLOSIVE ACTUATED FASTENING DEVICES (*not applicable to the scope of work*)

(Construction Regulation 21)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at a right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)
 - The Contractor or user must ensure that:
 - Only the correct type of cartridge is used (product specific)
 - The EPT is cleaned and inspected daily before use by an appointed competent person who maintains a register with the findings of his inspection and the details of cleaning, service and repairs
 - The safety devices are in good working order before the EPT is used
 - When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
 - A warning notice is displayed at the point where the EPT is in use
 - The issue and return of cartridges must be controlled by maintaining the issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges.
 - Users/operators of the EPT have received the necessary training and have been authorised as being competent to use/operate the EPT
 - Users/operators must wear the prescribed PPE whilst using/operating the tool

28. CRANES

(Construction Regulation 22)

A Crane permit must be obtained from ACSA and submitted before erection of crane.

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;

- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the tower crane operators are competent to carry out the work safely; and
- (f) the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

29. LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

The Principal Contractor must ensure that all lifting equipment and tackle are inspected before use and a monthly register is completed by a competent person. Proof of such inspections must be recorded and kept on file for reference. The Principal Contractor must ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. The Principal Contractor must ensure operators are properly trained on how to operate the above mentioned equipment and a proof of competency is provided prior commencement of work.

The Principal Contractor must provide information on procedures to be followed in the case of:

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

The Principal Contractor must ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to above equipment are adhered to at all times.

30. CONSTRUCTION VEHICLES & MOBILE PLANT

(Construction Regulation 13)

Construction Vehicles and Mobile Plant may be inspected by ACSA prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV & MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate CV & MP
- Operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive CV & MP.
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV & MP from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during CV & MP operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the CV & MP is on site.
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a CV & MP except in a safe place provided by the manufacturer for this purpose

The construction site must be organized to facilitate the movement of CV & MP so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated

CV & MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked CV & MP. In addition CV & MP left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely
Workers employed adjacent to, or on public roads must wear reflective safety vests
All CV & MP inspection records must be kept in the OH&S File.

31. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

(Construction Regulation 24)

The Principal Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

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

32. USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES (*not applicable to the scope of work*)

(Construction Regulation 25)

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.
- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment
- No smoking or other sources of ignition is allowed into the area
- The area is conspicuously demarcated as "flammable materials"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.

- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders
- All permanently installed storage facilities to comply with SANS 10089.

33. HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

The Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site, including—

- (a) the proper storage of materials and equipment;
- (b) the removal of scrap, waste and debris at appropriate intervals;
- (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- (e) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

The Principal Contractor must ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

34. STACKING AND STORAGE ON CONSTRUCTION SITES

(Construction Regulation 28)

The Principal Contractor must ensure contractor must ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment must be provided prior commencement of construction work. The Principal Contractor must ensure that stacking is conducted under supervision and good housekeeping is maintained at all times.

35. FIRE PRECAUTIONS ON CONSTRUCTION SITES

(Construction Regulation 29)

The Principal Contractor must ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—

- (i) only suitably protected electrical installations and equipment, including portable lights, are used;
- (ii) there are no flames or similar means of ignition;
- (iii) there are conspicuous notices prohibiting smoking;
- (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for; and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

36. CONSTRUCTION EMPLOYEES' FACILITIES

(Construction Regulation 30)

A Contractor must provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- (b) at least one sanitary facility for each sex and for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

A Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

37. LADDERS

The Principal Contractor must ensure that all ladders are numbered, inspected before use and monthly inspections are recorded in a register. The Principal Contractor must ensure that a competent person who carries the above inspections is appointed in writing.

38. PRESSURE EQUIPMENT (*not applicable to the scope of the work*)

The Principal Contractor must ensure that pressure equipment is identified, numbered and entered in a register. Furthermore he/she must ensure that inspections are carried out and certificates of testing are available and kept on file as per the Regulations.

39. EMPLOYEES EXPOSED TO EXCESSIVE NOISE

The Principal Contractor must ensure that all employees exposed to excessive noise, equal or above 85 dB(A), have undergone a baseline audiometric test prior commencement of construction work and SABS approved ear protection is provided and worn at all times.

40. PUBLIC SAFETY AND SECURITY

The Principal Contractor must ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorized Entry", "Visitors to report to office", "helmet and safety shoes" etc.

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

Furthermore the Principal Contractor must ensure that:

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C4.4 - OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR ACSA

- a) Nets, canopies, fans etc. are provided to protect the public passing or entering the site
- b) A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place
- c) All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

41. NIGHT WORK

The Principal Contractor must ensure that necessary arrangements have been made with ACSA before conducting any night work and that there is adequate lighting for any work to be conducted and failure to do so will result in work being stopped.

42. HOT WORK (*not applicable to the scope of the work*)

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

43. HIRED PLANT AND MACHINERY

The Principal Contractor must ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. Such plant or machinery complies at all times with the requirements of the Occupational Health & Safety Act.

The Principal Contractor must ensure that hired operators receive induction prior commencement of work and that said hired operators have proof of competency.

The Principal Contractor must provide information on procedures to be followed in the case of:

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

44. ROAD CONSTRUCTION WORK (*not applicable to the scope of work*)

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

45. EDGE PROTECTION AND PENETRATION (*not applicable to the scope of work*)

The Principal Contractor must ensure that all exposed edges and floor openings are guarded and demarcated at all times until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface.

The Principal Contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

46. BATCH PLANTS (*not applicable to the scope of work*)

Should a batch plant be used, it must conform to the requirements as set out on Construction Regulation (February 2014) of OHS Act 85/93. These must include but not limited to appointment of a competent person to operate and supervise batch plant operations.

47. CONFINED SPACE ENTRY (*not applicable to the scope of work*)

The Principal Contractor must ensure that all necessary health and safety provisions prescribed in the General Safety Regulations are complied with when entering confined spaces.

48. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

The Principal Contractor must ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs.

The Principal Contractor must encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person must be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace.

No dangerous weapons or firearms allowed on the construction site.

49. INTERNAL/EXTERNAL AUDITS

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance. ACSA must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by ACSA and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action. ACSA must stop any Principal Contractor from executing any construction work which is not in accordance with the health and safety plan.

The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

50. PENALTIES

Penalties will be imposed by ACSA on Principal Contractors who are found to be infringing these specifications, legislation and safety plans.

The Principal Contractor will be advised in writing of the nature of the infringement and the amount therefor. The Principal Contractor must determine how to recover the fine from the relevant employee and/or sub-contractor.

The Principal Contractor must also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and must advise ACSA accordingly. The Principal Contractor is also advised that the imposition of penalties does not replace any legal proceedings.

Penalties will be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by the ACSA SHE Representative, and will be final. In addition to the penalties, the Principal Contractor must be required to make good any damage caused as a result of the infringement at his/her own expense.

The preliminary list below outlines typical infringements against which ACSA may raise penalties; however this list must not be construed as final:

- Failure to keep a copy of OHSACT on site.
- Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.
- Working on site without attending Safety Induction Training.
- Failure to conduct Safety Induction for personnel and visitors on site.
- Failure to issue and wear Personal Protective Clothing and Equipment.
- Failure to fully stock first aid box in accordance to the risks identified.
- Failure to disclose or report first aid cases and /or minor/major/fatalities as prescribed by the OHSACT.
- Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.
- Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.
- Failure to conduct audits and inspections as required by legislation.
- Keeping un-serviced fire equipment on site.
- Failure to make use of ablution facilities.
- Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.
- Failure to close out previously raised non-conformances.
- Failure to make and update legislative appointments.
- Failure to adhere to the OHS Act of 1993 and its regulations.

I, _____ (name & surname) of _____ (company) Upon receipt of this specification, agree and acknowledge ACSA's right to impose penalties should I or any of my employees or contractors fail to comply with these conditions.

Signed: _____

On this date: _____ (dd/mm/yyyy)

At: _____ (Airport Name)

C4.5 Baseline HIRA - Risk Assessment

Baseline Risk Assessment	
Project Name:	Terminal Building refurbishment Project
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category 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
Category C 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
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

C4.6 Generic Hazrd Assessment

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

Annexure C3 – Generic Hazard assessment

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defences 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 is 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	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 Licence training and be in the possession of an AVOP 3 permit. 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 effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	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 licence (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme 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 where 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 utilised 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.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

C4.7 – 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
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. - The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment at all times in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal - Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). - All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. - Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.

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

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

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

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

C4.9 – ACSA Environment Policy



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

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

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

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

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

Signed:

Date: 04th May 2015
Issue No: 8

B. A. Maseko

Chief Executive Officer: Airports Company South Africa SOC Limited

C4.10 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

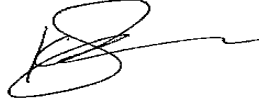
9. Change Control

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 Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

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

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation 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