

**NEC Engineering & Construction Short Contract: OR Tambo International Airport**

Contract Form AutoTemplate:

ACSA Project Manager		
ACSA Project Manager Job Title	Project Manager	
ACSA Proj Manager Email		
Date of contract commencement		
Contract Price (Excl. VAT)		
Contract Name / Description	ORTIA RFQ TBC –Repairs at the K8 Hanger Facilities for period of Six (6) months	
Contractor's Company Name		
Contractors WCA No.	RFQ TBC	
Contractor's Representative		
Contractor's Rep Job Title		
Contractors' Postal Address		
Contractor's Tel No.		
Contractor's Fax No.		
Contractor's Email Address		

# NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between **Airports Company South Africa**  
VAT Reg No. 493 013 8393

and [Company]

for **ORTIA RFQ TBC –Repairs at the K8 Hanger Facilities**  
for period of Six (6) months

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Documentation prepared by:

Gareth Muedi  
Building Maintenance  
OR Tambo International Airport

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### ORTIA RFQ TBC –Repairs at the K8 Hanger Facilities for period of Six (6) months

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

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

Signature(s)

Name(s)

[Manager]

Capacity

[Title]

[Company]

(Insert name and address of organisation)

**For the  
tenderer:**

Name &  
signature of  
witness

Date [Publish Date]

Tenderer's CIDB registration number (if applicable)

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 at, or just after, the date this Agreement comes into effect. 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

Signature(s)

[Redacted Signature]

Name(s)

Capacity

[Redacted Capacity]

Airports Company South Africa  
OR Tambo International Airport

(Insert name and address of organisation)

**for the  
Employer**

Name &  
signature of  
witness

[Redacted Signature]

[Publish Date]

Date

[Redacted Date]

**Note:** If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

**Schedule of Deviations**

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the tenderer:****For the Employer**

Signature



Name

[Manager]

Capacity


On behalf  
of

[Company]

(Insert name and address of organisation)

Airports Company South Africa

(Insert name and address of organisation)

Name &  
signature  
of witness


Date

[Publish Date]

**C1.2 Contract Data****Data provided by the *Employer*****[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[●]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa VAT Reg No. 493 013 8393</b>
	Address	<b>Private Bag X9002 OR Tambo International Airport 7525</b>
	Tel No.	<b>021 935 4059</b>
	Fax No.	
	E-mail address	<b>Gareth.muedi@airports.co.za</b>
11.2(11)	The <i>works</i> are	<b>ORTIA RFQ TBC –Repairs at the K8 Hanger Facilities for period of Six (6) months</b>
11.2(13)	The Works Information is in	<b>the document called ‘Works Information’ in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called ‘Site Information’ in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>OR Tambo International Airport</b>
30.1	The <i>starting date</i> is.	<b>[Publish Date]Upon contract signing by ACSA</b>
11.2(2)	The <i>completion date</i> is.	<b>6 months after contract start date</b>
13.2	The <i>period for reply</i> is	<b>1 weeks</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>4 weeks</b>
50.1	The <i>assessment day</i> is the	<b>25<sup>th</sup> day of each month.</b>
50.5	The <i>delay damages</i> are	<b>R 1500 per working day</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009. See [www.ecs.co.za](http://www.ecs.co.za)

50.6 The retention is **10% performance bond**

Or

**bank guarantee. Bank guarantee to be issued to ACSA at the end of contract before final payment is made. This guarantee will be released at the termination of the defects liability period assuming all defects have been attended to**

51.2	The interest rate on late payment is	<b>0 %</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>See Clause Z1.1 below</b>
82.1	The <i>Employer</i> provides this insurance	<b>See Clause Z1.1 below</b>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>See Clause Z1.1 below</b>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>See Clause Z1.1 below</b>
93.1	The <i>Adjudicator</i> is (Name)	<b>the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him.</b>
		<b>[ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body]</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>

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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is

**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

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**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:**

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## Z1

### Z1.1 ACSA Maintenance Contracts Insurance Clause.

#### Insurance Affected by the Employer.

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

(a) PUBLIC LIABILITY Insurance – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

The Employer shall pay any premium due in connection with the insurance affected by the Employer.

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

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

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

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<sup>2</sup> Can be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see [www.ecs.co.za](http://www.ecs.co.za)) or SAICE.



(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

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

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

#### Insurance Affected by the Contractor.

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

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be 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 his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

#### Sub-Contractors

The Contractor shall:

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

<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z24 below.</b>
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#### AMENDMENTS TO THE CORE CLAUSES

##### **Z1 Interpretation and the law**

**Z1.1 Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *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.

##### **Z1.2 Add the following as a new core clause 12.5:**

**Z1.2.1** In this contract:

- Z1.2.1.1** references to any Party to the Contract include its successors or permitted assigns;
- Z1.2.1.2** references to the Contractor include the obligations of its personnel;
- Z1.2.1.3** the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;
- Z1.2.1.4** references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- Z1.2.1.5** references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- Z1.2.1.6** references to "month" means a calendar month;
- Z1.2.1.7** headings are for convenience only and are not taken into consideration in the interpretation of the Contract;
- Z1.2.1.8** where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
- Z1.2.1.9** any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
- Z1.2.1.10** references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
- Z1.2.1.11** the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- Z1.2.1.12** the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
- Z1.2.1.13** words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z1.2.1.14** references to a "*subsidiary*" or a "*holding company*" is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "*affiliate*" is any company that is under common control with such subsidiary or holding company;
- Z1.2.1.15** time is of the essence in the performance of the parties' respective obligations.
- Z2** **The Project Manager and Supervisor: add the following at the end of core clause 14.2:**
- Z2.1** The Project Manager and the Supervisor may take an action which they have delegated.
- Z3** **Early Warning: add the following at the end of core clause 16.2:**
- Z3.1** The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
- Z4** **Providing the Works: Delete core clause 20.1 and replace with the following:**

- Z4.1** The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
- Z5 Subcontracting:**
- Z5.1** The following clause is added as a new core clause 26.4: "Within 5 days of request by the *Project Manager*, the *Contractor* provides proof to the *Project Manager* that the *Contractor's* payment obligations towards its Subcontractors have been discharged. Failure by the *Contractor* to provide such proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the *Employer* and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*."
- Z6 Other responsibilities: add the following at the end of core clause 27:**
- Z6.1** The *Contractor* has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.
- Z6.2** The *Contractor* is responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* are rectified by the *Contractor* at the *Contractor's* own costs.
- Z7 Acceleration: add the following new provisions at the end of core clause 36:**
- Z7.1** The *Project Manager's* reply is either:
- Z7.1.1** A notification that the quotation is accepted, in which case, the *Project Manager* changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
- Z7.1.2** A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
- Z8 Extending the defects date: add the following as a new core clause 46:**
- Z8.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.
- Z8.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
- Z8.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
- Z9 Quality Management System: add the following as a new core clause 47:**
- Z9.1** The *Contractor* implements and maintains a quality management system with the requirements stated in the Works Information.
- Z9.2** Within the period stated in the Contract Data, the *Contractor* provides the *Project Manager* with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the *Contractor* to Provide the Works.
- Z9.3** If any changes are made to the quality plan, the *Contractor* provides the *Project Manager* with the

changes quality plan for acceptance.

- Z9.4** The *Project Manager* may instruct the *Contractor* to correct a failure to comply with the quality plan. This instruction is not a compensation event.
- Z10** **Assessing the amount due:**
- Z10.1** **Delete the second bullet point of core clause 50.1 and replace with the following:** “within thirteen weeks of termination of this Contract”
- Z11** **Final assessment: add the following as a new core clause 53:**
- Z11.1** The *Project Manager* makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
- Z11.2** An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.
- Z11.3** The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.
- Z12** **Notifying compensation events:**
- Z12.1** **Delete the last sentence in core clause 61.3 and replace with the following:** “If the *Contractor* does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the *Employer* is absolved from all liability in relation to such event.”
- Z13** **Assessing compensation events:**
- Z13.1** **The following is added at the end of core clause 63.4:** “the *Contractor* shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”
- Z14** **Termination**
- Z14.1** **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”.

#### AMENDMENTS TO THE SECONDARY OPTION CLAUSES

- Z15** **Changes in Law: Add the following clause to secondary option X2 as X2.2:**
- Z15.1** A change in law is defined as:
- Z15.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income
- Z15.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.
- Z16.** **Delay damages: add the following to secondary Option X7 (if applicable in this contract)**

- Z16.1** If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Contractor's* obligation to Provide the Works.
- Z16.2** If the *Employer* terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table
- Z17** **Performance Bond**
- Z17.1** **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.
- Z17.2** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- Z18** **Limitation of liability: Insert the following new clause as Option X18.6:**
- Z18.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00.
- Z18.2** Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Contractor* in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

#### ADDITIONAL Z CLAUSES

- Z19** **Cession, delegation and assignment**
- Z19.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.
- Z19.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z20** **Joint and several liability**
- Z20.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z20.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z20.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z21** **Ethics**
- Z21.1** The *Contractor* undertakes:
- Z21.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

- Z21.1.2** 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.
- Z21.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z21.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.
- Z22 Confidentiality**
- Z22.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z22.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z22.3** This undertaking shall not apply to –
- Z22.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z22.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z22.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z22.4** 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*.
- Z22.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z23 Liens and Encumbrances**
- Z23.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z24 Intellectual Property**
- Z24.1** 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.
- Z24.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

- Z24.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
- Z24.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z24.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z24.5.1** the *Contractor's* design, manufacture, construction or execution of the Works;
- Z24.5.2** the use of the *Contractor's* Equipment, or
- Z24.5.3** the proper use of the Works.
- Z24.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.



**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[Company]
	Address	
	Tel No.	
	Fax No.	[Company Fax]
	E-mail address	[Company E-mail]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[ ]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[ ]%
11.2(9)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	<b>Excluding VAT</b> [ ] <b>excluding VAT</b>

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

**C2.2 Price List**

The Price List is as follows / contained in *Doc no. A0668 Rev1* (delete the text which does not apply and this note)  
Attach the existing quotes

Work Package	Description	Lump Sum Price (ZAR)
Schedule A	GENERAL REQUIREMENTS AND PROVISIONS	
	IBR SECTION	
	CLIP-LOCK SECTION	
<b>TOTAL EXCL VAT</b>		
VAT@15%		
<b>Total</b>		

*Please refer to Appendix A for detailed proposal and cost breakdown and Excel spreadsheet attached for Breakdown*

## C3: Scope of Work

### C3.1 Works Information

#### 1. Description of the works

The K8 Hangar at Fire Blade Aviation, Denel, O.R. Tambo International Airport requires refurbishment to ensure the continued structural integrity, safety, and operational efficiency of its roofing system. The project includes the repair, replacement, and maintenance of roof sheets, insulation, flashings, gutters, and associated components to address wear, weather-related damage, and corrosion.

These works are essential to maintain a weather-tight and safe environment within the hangar, supporting uninterrupted aviation operations. The appointed contractor will be required to carry out the refurbishment in compliance with airport access and safety protocols, ensuring minimal disruption to ongoing activities

The contractor will be responsible for the refurbishment of the K8 Hangar to restore and enhance the structural integrity, safety, and operational efficiency of the hangar's roofing and associated systems. The works include repairs, maintenance, modifications, replacements, and ad-hoc new installations as required to ensure a weather-tight, safe, and fully functional hangar environment.

The contractor will carry out refurbishment, repair, and replacement work to both IBR and Clip Lock roofing sections, including but not limited to:

- Removal and disposal of damaged roof sheets
- Re-tensioning and securing of insulation and straining wires
- Supply and installation of new pre-coated roof sheets and flashings
- Installation of gaskets, square tubing supports, and fasteners
- Inspection, maintenance, and replacement of roof bolts
- Sealing of holes and tears caused by wind or wear
- Maintenance and repair of internal box gutters, including cleaning, water testing, and application of protective coatings
- Surface preparation, chemical cleaning, high-pressure water jet cleaning, and abrasion to all corroded areas
- Application of primers and full coats of roof acrylic coatings
- Conducting adhesion tests and post-refurbishment leak tracing and sealing.

The contractor shall provide reports detailing works completed, significant issues identified, and recommendations for ongoing maintenance or further works as necessary.

All work must be completed in accordance with all relevant Occupational Health and Safety regulations, Environmental regulations, industry norms and all applicable legislation and regulations. All airport specific requirements must be adhered to as well.

Note that:

- Staff airside permit issuing authority for staff permits resides with the ACSA Permit office.
- Staff require an Airside Vehicle Operators Permit to be allowed to drive a vehicle on airside.
- Permit issuing authority for vehicle permits resides with the ACSA Safety department.
- Vehicles brought on airside must be less than 7 years old, be equipped with a strobe light and have airport approved vehicle markings.
- No work will be performed unless the contractor's Safety File (with associated documentation) is in order and accepted by the ACSA Safety department.

All work shall carry a 12-month defects free warrantee.

#### 2. Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
N/A	N/A	N/A

### 3. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<b><u>Technical specifications:</u></b>		
Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	1993	Yes

### 4. Constraints on how the *Contractor* Provides the Works

The following risks were identified for this project:

- Works will be done within live airport operation environments therefore no roof sheets should be left unsecured to prevent lifting by winds

This is a rehab project, therefore care must be taken not to expose permanent hangar furniture ( e.g ceilings and electrical wires) to weather elements

**4.1 Meetings**

1. Project kick-off meeting between ACSA and ..... to occur on .....
2. 1<sup>st</sup> site meeting to occur 2 weeks after kick-off meeting and then 1 meeting per week until project completion

**4.2 Use of standard forms**

Benchmark current documents or NEC standard forms apply

**4.3 Invoicing and payment**

All claims for payment shall be in accordance with the bill of rates in the bidder's proposal wherever a rate-description matches the work done or service delivered. Where a rate is not provided for material or equipment, compensation shall be claimed on a cost-plus mark-up basis.

Rates in the Bill of Quantities (BOQ) (e.g. re-tension and secure existing insulation straining wire, etc.) shall be all-inclusive and include labour for a team (day/night/weekend/holiday) works, equipment (inclusive of lighting for night works), material, equipment, site establishment, preliminary and general costs, and all other costs associated with the execution of the works, including supervision as applicable to the type of works.

Permit costs shall be reimbursed at cost.

ACSA reserves the right to negotiate mutually agreed discounts on tendered rates for large quantities.

Use of the items in the BOQ are at the Contract Manager's discretion and approval. There is no guarantee of work or that the full contract amount will be spend.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number (Vat Reg No. 4930138393);
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- ACSA Purchase Order No. to be included on every tax invoice submitted

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Payment schedule	% of contract value	Rand value
<b>Total</b>	<b>100</b>	

**4.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

**4.5 BBBEE and preferencing scheme**

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

**4.6 Facilities to be provided by the Contractor**

State any requirements such as offices on site for the *Employer*.

N/A

**4.7 Title to material from excavation and demolition**

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

Benchmark to notify in writing the ACSA project manager regarding all material that is to be removed from site as a result of this project

**4.8 Design by the Contractor**

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

All designs to be submitted to the ACSA project manager in writing for approval

**5. Requirements for the programme**

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in Clause 11.2(1).

PC&I to supply the ACSA project manager with:

- a) Project time line/schedule at the kick-off meeting
- b) A detailed method statement/activity schedule by the first project site meeting.

PC&I to notify the ACSA project manager in writing regarding any deviations to the above

**6. Services and other things provided by the Employer**

Describe what the *Employer* will provide such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

[illegible]

## C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

**C4.1: Information about the *site* at time of tender which may affect the work in this contract**

## 1. Access limitations

State if there is any physical, time or other "third party" constraint associated with gaining access to and doing work on the *site* that may not be immediately apparent from an inspection of the *site*.

[•]All work for this project is to be conducted within the OR Tambo International Airport therefore the contractor shall:

- a) Adhere to all Health and safety requirements
- b) Give advance notice to the Employer's Representative ..... when work is to take place. 24 Hour notice should be the minimum notice period.
- c) PC&I to submit a health and safety file to the ACSA Representative prior to any work on site.

## 2. Ground conditions in areas affected by work in this contract



If earthworks are included in the Scope of Work, provide details of the ground conditions the *Contractor* is likely to encounter when doing the work. This could vary from indicating where a test pit has been opened up for the *Contractor* to make his own observations to providing full borehole logs and associated geotechnical report.

[•]N/A

### 3. Hidden and other services within the *site*

Provide details of underground or other hidden services which the *Contractor* may encounter whilst doing the work. Instructions about how to deal with them if encountered should be included in the Works Information.

[•]N/A

### 4. Details of existing buildings / facilities which *Contractor* is required to work on

If work is to be carried out on existing buildings or facilities Site Information would be the 'as-built drawings' of those buildings or facilities. If these are not a correct statement or not available other means of describing the existing buildings or facilities would have to be used, such as providing photographs

[•]N/A

## 5. ACSA Environmental Work Instruction

### Scope

This Environmental Work Instruction (EWI) 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.

### 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.

### Definitions and Abbreviations

#### ACSA

Airports Company South Africa

#### ACSA AEMR

Airport Environmental Management Representative

#### 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.

## 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.
- 4.2 All new service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Determining Significant Environmental Aspects Procedure - T010 001M.](#)
- 4.3 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.2 above. If training is required, it must be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.
- 4.4 The ACSA department responsible for appointing service or maintenance contractors must 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 must sign this permit, a copy of which will be kept by both the responsible ACSA department and the contractor.
- 4.5 The contractor's representative must ensure the conditions set out in this permit, along with ACSA's Environmental Policy are communicated to, comprehended and implemented by all contractor staff.
- 4.6 All ACSA departments making use of contractors shall keep an up-to-date register of contractors on site. This register will 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.
- 4.7 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

## 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 Manage/ ACSA HOD: SHE ACSA AEMR	Relevant designated person shall assume responsibility

## Verification

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

## Non Conformance

Any deviation from this procedure will 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](#).

## 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  
 ACSA EMS Procedure EMS Audit - T030 002M

## Change Control

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

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



**11. Endorsement**

<b>Activity</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Prepared by	ACSA Building and Facilities Maintenance: Gareth Muedi		
Approval	ACSA Building Maintenance Manager: Matlaledi Saboshego		
Authorisation	ACSA Senior Maintenance Manager: Jobe Zulu		
Authorisation	ACSA Civil Chief Engineer: Boitumelo Nyakudanga		

**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.

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

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

### Penalties

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, 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, [Manager] 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: [Publish Date]

at: OR Tambo International Airport.

## **AIRPORTS COMPANY SOUTH AFRICA ENVIRONMENTAL MANAGEMENT SYSTEM POLICY STATEMENT**

Airports Company South Africa, 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 (EMS).

To achieve this, Airports Company South Africa is committed to:

- Implementing and maintaining an EMS in accordance with the principles outlined in the ISO 14001 standard.
- Complying with relevant environmental legislation, associated regulations and other applicable requirements.
- Providing a framework for setting and reviewing Objectives and Targets.
- Providing measures to prevent environmental pollution resulting from airport activities and operations.
- Monitoring and measuring significant environmental aspects and impacts of airport activities and operations.
- Ensuring that all Airports Company South Africa employees, operators, and contractors that fall within the scope of the EMS are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the EMS.
- Conducting regular audits of our Environmental Management System to ensure its adequacy and effectiveness.
- Ensuring continual improvement of our environmental performance.

The scope of the Environmental Management System extends to all Airports Company South Africa buildings, infrastructure and geographical areas within which Airports Company South Africa operates its aeronautical business. Airports Company South Africa 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 on an annual basis and made available to any interested parties on request.

**Signed:**

**Date: 25 October 2010**

**Issue No.: 5**

**Managing Director: Airports Company South Africa**

### **6. ACSA Contractors OHS Specifications (Version 3, 24<sup>th</sup> July 2008)**



## 1. SCOPE

This Specification is intended for all ACSA Service Providers and Contractors to ACSA OR Tambo International Airport.

## 2. OBJECTIVE

- To ensure that ACSA Service Providers and Contractors comply with the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Regulations thereto including any relevant standards and SANS codes of practice that may apply.
- To minimise and eliminate contractor's health and safety risks.
- To ensure that contractors submitting tenders make provision for the cost of health and safety measures to be implemented during the duration of the contract /during the construction process.

## 3. DEFINITIONS

**Client** means any person for whom construction work is performed.

**Contractor (also referred as Mandatary)**, including a labour-only contractor, who carries out a trade, business or other undertaking (whether for profit or not) in connection with which he or she:

- (a) carries out or undertakes to carry out or manages construction work; or
- (b) arranges for any person at work under his control (including an employee of his, where he is the employer) to carry out or manage construction work; or
- (c) provides a person or persons to perform work for a client .

**Construction work** means any work in connection with

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or similar type of work.
- (e) Any work in addition to the above which by agreement between the principal and the contractor may be agreed to be construction work, or any work which may be described as construction work in terms of the Construction Regulations to the OHS Act GN 1010 of the 18<sup>th</sup> July 2003

**Competent person** means any person having the knowledge, training, experience and qualifications specific to the work or task being performed. Qualifications and training must be inline with the South African Qualification Authority Act No. 58 of 1995.

**Designer** means a person who prepares a design; arranges for any person at work under his control(including an employee of his, where he is the employer) to prepare a design; an architect or engineer contributing to, or having overall responsibility for the design; building services engineer designing details for fixed plant; surveyor specifying articles or drawing up specifications; contractor carrying out design work as part of a design and build project; temporary works engineer designing formwork and false work; and interior designer, shop-fitter and landscape architect.

**Fall Prevention Equipment** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, lifelines or physical equipment, guardrails, toe-boards, screens, barricades, anchorages or similar equipment.

**Fall Arrest Equipment** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excluding body belts.

**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** is an activity conducted by competent person which includes

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

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

**Ergonomics means** 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 the overall system performance

#### **4. NOTIFICATION OF CONSTRUCTION**

Any contractor who intends to carry out construction which includes the construction work listed below must notify the Provincial Director by completing (Annexure A) prior commencement of any work at least 3 days after being officially notified by ACSA that s/he has been awarded the tender to carry out such work. Proof of such notification must be submitted to ACSA for reference purposes.

- (a) the demolition of a structure exceeding a height of 3 meters; or
- (b) the use of explosives to perform construction work; or
- (c) the dismantling of fixed plant at a height greater than 3 meters;
- (d) when the construction work exceeds 30 days or will involve more than 300 person days of construction work;
- (e) excavation work deeper than 1 meter; or
- (f) working at a height greater than 3 meters above ground or a landing.

#### **5. REGISTRATION WITH THE WORKMENS COMPENSATION OR LICENSED INSURER (WCA/ FEM etc)**

Contractors shall ensure that ACSA is provided with a 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 shall 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.

## **6. MANDATORY AGREEMENT FORM**

A duly signed mandatory form also referred to as 37.2 shall be obtained from ACSA Safety Department. It must then be signed & submitted back to ACSA by the Principal Contractor at least 10 days prior to commencement of construction work. A Principal Contractor shall ensure that all its sub-contractors have completed a similar document and a proof of such signed documents is submitted to ACSA for reference purposes. No Principal Contractor shall appoint a contractor to conduct construction work unless she/he is reasonably satisfied that the contractor s/he intends to appoint has the necessary competencies and resources to perform the construction work safely.

## **7. ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & ITS REGULATIONS**

A written letter of appointment shall 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 Work Supervisor
- (c) Assistant Construction Work Supervisor
- (d) Full-time or part-time Construction Safety Officer
- (e) Scaffolding Erector
- (f) Scaffolding Inspector
- (g) Excavation Supervisor
- (h) Explosive Powered Tool Supervisor
- (i) Fire Equipment Supervisor
- (j) Portable Electrical Equipment Supervisor
- (k) Ladder Supervisor
- (l) Personal Protective Equipment Supervisor
- (m) Electrical Supervisor
- (n) Lifting Machine Supervisor
- (o) Lifting Tackle Supervisor
- (p) Stacking and Housekeeping Supervisor
- (q) Workshop and Plant Supervisor
- (r) Oxy-acetylene Gas Cutting/Welding Supervisor
- (s) Safety Representatives
- (t) Competent Person in Risk Assessment
- (u) Hazardous chemical substances Controller/Co-ordinator
- (v) First Aider
- (w) Incident Investigator
- (x) Formwork and Support work Supervisor
- (y) Batch Plant Operator

- (z) Demolition work supervisor
- (aa) Fall protection developer/planner
- (bb) Blasting supervisor (supervision of explosives workplace (ER 12)
- (cc) Competent person in Confined Space entry

## **8. HEALTH AND SAFETY PLAN**

A contractor shall provide ACSA with a Health and Safety Plan document that shall includes but not limited to the following during tendering process, before commencement of construction work and during construction:

### **8.1 Contractor's Health & Safety Policy**

A Contractor shall provide a health & safety policy signed by the Chief Executive Officer (CEO).which outlines contractor's commitment towards health and safety

### **8.2 Health and Safety Organogram**

A Contractor shall provide a health & safety organogram which outlines the team leaders, 16.2 appointees, construction work supervisor, assistant construction work supervisor, safety representatives, safety committee members and other related appointments in terms of the OHSAct. The contact numbers should also be provided for easy reference.

### **8.3 Risk assessment**

A risk assessment shall be conducted by a competent person, this includes:

1. identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related
2. hazard analysis and evaluation of the identified risks and hazards;
3. a documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
4. a monitoring and review plan of risks and hazards
5. relevant personal protective equipment or clothing to be provided which is SABS approved
6. fall protection plan for work carried in elevated position(s)

The contractor shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

### **8.4 Fall Protection Plan**

A contractor shall submit a risk assessment conducted by a competent person outlining the procedure and methods used to address all risks identified per location. A contractor shall ensure that employees working in such elevated positions undergo a medical examination conducted by a registered occupational health practitioner. A certificate of fitness (i.e. employee's physical and psychological fitness) valid for a year shall be submitted prior commencement of construction. A contractor shall ensure that employees working from elevated positions receive proper training and such records are kept on file for reference purposes.

A contractor shall ensure that no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder.

A contractor shall ensure that fall prevention and fall arrest equipment is inspected for its suitability and strength before use to ensure that it is safe for use and such inspections shall be recorded and kept on file for reference.

A contractor shall ensure that fall arrest equipment is used only if not reasonably practicable to use fall prevention equipment. Precautionary measures shall be taken by the contractor to ensure that in the event of fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

## **8.5 Health and Safety Representatives**

A contractor shall ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person. A proof of training certificate shall be provided to ACSA prior commencement of construction work.

Health and Safety Representatives shall conduct regular inspections by completing a mutually acceptable form of checklist developed by the contractor. Safety defects noted shall be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings shall be made available to ACSA for reference and audits purposes.

Health and Safety Representatives and their reports shall form part of the safety committee which shall meet on a regular bases as stated by the contractor.

## **8.6 Health and Safety Committee**

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

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

## **8.7 HEALTH & SAFETY TRAINING**

### **ENVIRONMENTAL HEALTH & SAFETY INDUCTION**

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

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

### **INDUCTION CONDUCTED BY CONTRACTOR & COMPETENT PERSON**

A contractor must make sure that their personnel and persons visiting the site undergo an induction conducted by a competent person prior commencement of construction work. Every employee on site shall be in a possession of proof of the health and safety induction training.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

A manual /copy of such training shall be provided to ACSA for reference purposes.

As determined by the risk assessment, a contractor shall 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**

A Contractor shall ensure that employees attend a formal Toolbox conducted at least on a weekly basis. Toolbox Talks shall cover a wide variety of topics related to health and safety. An attendance register shall be completed by employees who attended such Talks. The register shall indicate the topic covered, presenter, date and signatures of employees attended. Records for Toolbox Talks shall be kept in a health and safety file and be made available to ACSA for perusal.

## **First Aid Training**

A contractor shall appoint competent First Aider(s) in writing where more than 10 employers are employed. A letter of appointment shall be kept on file for reference made available to ACSA Safety. Duly designated First Aider(s) shall undergo for training conducted by an accredited institution prior commencement of construction work and a proof of certificate be submitted to ACSA for reference.

The Contractor shall ensure that the first aid box(es) 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 must be accessible and location of such boxes) is clearly displayed on site.

## **8.8 Fire prevention and Protection**

A contractor shall ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, vessels under pressure, confined spaces, hot work etc). A contractor shall ensure that such equipment is inspected by a competent person on a regular basis and such inspections are recorded on a register. A contractor shall 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 shall be provided prior commencement of construction work.

## **8.9 EMERGENCY PREPAREDNESS**

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

A contractor shall provide ACSA Safety with a full record of any incidents which may occur on site.

## **8.10 Incidents/Accidents Reporting and Investigation**

A Contractor shall ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Work Supervisor for further investigation and remedial action. A Contractor shall ensure that all section 24 incidents/accidents and incidents other than employees 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 shall be conducted before such construction work is ceased. Proof of such records shall be submitted to ACSA immediately or within 24 hours.

### **8.11 Personal Protective Clothing/Equipment**

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

## **9. GENERAL ADMINISTRATIVE HEALTH & SAFETY REQUIREMENTS**

### **9.1 Roof Work**

A contractor shall ensure that all necessary health and safety precautions stated in the General Safety Regulations and Construction Regulations are taken into consideration when conducting any roof work. A contractor shall ensure that no person(s) is /are permitted to work on roof during inclement weather conditions.

### **9.2 Structure**

A contractor shall provide ACSA with necessary precautionary safety measures to be taken as stipulated in Construction Regulation 9 to obviate any uncontrolled collapse of new structure or existing structure or any part thereof which may become unstable or is in temporary state of weakness or instability due to carrying out of construction work.

### **9.3 Designer**

The Designer shall conduct regular inspections to ensure that a contractor is erecting a structure according to the designs and records of inspections shall be kept on site for reference. The frequency of inspections shall be determined by the nature of construction.

A designer can stop any contractor from executing any construction work which is not in accordance with the relevant design. A certificate of commissioning shall be issued by the designer after completion of structure.

### **9.4 Scaffolding Erection/Dismantling**

A contractor shall ensure that scaffolding is erected and dismantled under the supervision of a competent person. A letter of appointment of the scaffold erector and inspector and their proof of competency shall be provided prior commencement of work. A contractor shall ensure that all safety standards stipulated in Construction Regulation 2003 are adhered to.

A proof of weekly inspections and inspection conducted after inclement weather shall be kept on file for reference.

## **9.5 Excavation Work**

A contractor shall ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment shall 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 1.5m deep must be provided to ACSA prior commencement of work. A contractor shall ensure that no person works in an excavation which is not adequately braced or shored.

A contractor shall ensure that every excavation including bracing and shoring are inspected daily prior each shift starts and such records are kept on site for reference.

A contractor shall 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. A contractor shall 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.

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

A contractor shall communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

## **9.6 Demolition Work**

A contractor shall 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. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 12 of OHS Act 85/1993.

A contractor shall 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 Contractor.

## **9.7 Explosive Power Tools**

A contractor shall ensure that no person uses explosive power tools unless they have been properly trained, tools are properly guarded and inspected daily before use by a competent person who has been appointed in writing. A proof of such appointment and competency is kept on file for reference. A contractor shall ensure that warning signs are conspicuously displayed when explosive power tools are in use. A contractor shall ensure that all safety precautions are adhered to as stipulated in the Explosive Regulations and Construction Regulations



## **9.8 Portable Electrical Tools and Electrical Installation**

A contractor shall ensure that all portable electrical tools are properly maintained, inspected before use by a competent person who is appointed in writing to perform such duties.

A contractor shall ensure that the electrical power tools are provided with earth leakage protection and are of double insulated type.

A contractor shall ensure that portable electrical tools are numbered and identified and entered onto a register. Regular inspections shall be recorded onto a register and kept on site.

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

## **9.9 Lifting Equipment, Tackle, Material Hoist & Cranes**

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

A Contractor shall provide information on procedures to be followed in the case of:

- (a) the malfunctioning of equipment; and
- (b) the discovery of a suspected defect in the equipment

A contractor shall ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to above equipment are adhered to at all times.

## **9.10 Ladders**

A contractor shall ensure that all ladders are numbered, inspected before use and weekly inspections are recorded in a register. A contractor shall ensure that a competent person who carries the above inspections is appointed in writing.

## **9.11 Storage of Flammable Liquids**

A contractor shall ensure that a competent person is designated in writing to control the storage and usage of Hazardous Chemical Substances (HCS). A letter of appointment shall be provided prior commencement of construction work.

A contractor shall ensure that material safety data sheets (MSDS) of chemical substances brought on site are kept on site and such documents have been communicated to the chemical substance users and First Aiders.

A contractor shall ensure that safety measures stated in Hazardous Chemical Substances Regulations, General Safety Regulation, Construction Regulation and Community Safety Fire By-law are applied at all times.

### **9.12 Vessels under Pressure**

A contractor shall ensure that vessels under pressure are identified, numbered and entered in a register. A contractor shall ensure that a competent person is designated to supervise the use and maintenance of vessels under pressure. A contractor shall ensure that inspections are carried out and test of certificates are available and kept on file.

### **9.13 Employees exposed to excessive noise**

A contractor shall 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.

### **9.14 Stacking and Storage**

A contractor shall ensure 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 shall be provided prior commencement of construction work. A contractor shall ensure that stacking is conducted under supervision and good housekeeping is maintained at all times

### **9.15 Ablutions/Changing/Eating Facility**

A contractor shall ensure that sufficient shower, sanitary, changing facilities for each sex and sheltered eating area(s) are provided for the employees. The above facilities must be kept in a clean, hygiene, safe condition and in good state of repair.

### **9.16 Housekeeping on Sites**

A contractor shall ensure that good housekeeping is maintained and enforced at all times. A contractor shall ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

### **9.17 Public Safety & Security**

A contractor shall ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorised Entry", "Visitors to report to office", "helmet and safety shoes" etc

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

A contractor shall ensure that nets, canopies, fans etc are provided to protect the public passing or entering the site. A contractor shall ensure that Security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

### **9.18 Night Work**

A contractor shall ensure that necessary arrangements have been made with ACSA before conducting any night work. A contractor shall ensure that there is adequate lighting for any work conducted at night and failure to do so shall result in work being stopped.

### **9.19 Hot Work**

A contractor shall 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 shall be issued to the relevant contractor by ACSA Fire & Rescue Department when satisfied that the area is safe and that the Contractor understands the procedure. A contractor shall ensure that a hot work procedure is adhered to at all time by his/her employees.

### **9.20 Construction Vehicles**

A contractor shall ensure that all construction vehicles are maintained in a good working order, regular inspections are conducted and such records are kept on site. A contractor shall ensure that construction vehicle(s) is/are operated by only certified competent and authorised persons. A contractor shall ensure that s/he complies with the safety measures stipulated in Construction Regulation (July 2003) and National Road Transport Regulations, 2000.

### **9.21 Hired Plant and Machinery**

A contractor shall 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. A contractor shall ensure that such plant or machinery complies with the requirements of the Occupational Health & Safety Act. A contractor shall ensure that hired operators receive induction prior commencement of work. A contractor shall ensure that hired operators have proof of competency. A Contractor shall provide information on a procedures to be followed in the case of:

- (a) the malfunctioning of equipment; and
- (b) the discovery of a suspected defect in the equipment

### **9.22 Road Construction Work**

A contractor shall 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 shall be provided at least at 75 m away from the cones; flag man; actual construction work etc.

### **9.23 Edge protection and penetration**

A contractor shall 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.

### **9.24 Cantilevered loading platforms**

Should these be used, a design certificate issued by a competent person must be made available, indicating a maximum safe work load, the erection and maintenance procedures. Requirements and provisions of SANS 10085-1:2004 regarding loading platforms shall be adhered to by the relevant contractor.

### **9.25 Formwork and support work**

A Principal contractor and its contractors shall ensure compliance with the provisions made in terms of section 10 of Construction Regulation July 2003. These provisions must include but not limited to examining formwork and support work suitability before use, and inspection of formwork and support work structures on a daily basis until such time when formwork and support work structure have been removed. Records of all inspections must be kept in a register and made available to a Client, client representatives etc.

Public must be protected from any risk, and an alternative pedestrian and vehicle movement will be required when the risk prevails.

### **9.26 Suspended platforms**

Should these platforms be used, the requirements and provisions of Construction regulation (July 2003) shall become applicable to a relevant contractor. These provisions shall include but not limited to use of safety harness as a fall prevention device by each person who will be on such platform. Such person using harness on a suspended platform shall at all times be attached to an anchoring point, suspended platform, or to any other secured structure.

### **9.27 Batch Plants**

Should a batch plant be used, it shall conform to the requirements as set out on Construction regulation (July 2003) of OHS Act 85/93. These shall include but not limited to appointment of a competent person to operate and supervise batch plant operations.

### **9.28 Confined Space entry**

A contractor shall ensure that all necessary health and safety provisions prescribed in the General Safety Regulations are complied with when entering confined spaces.

## **10. OCCUPATIONAL HEALTH MEDICAL SERVICES**

A contractor shall ensure that when a hazard identification and risk assessment (HIRA) is conducted occupational health hazards are clearly identified and health & hygiene measures are clearly outlined to ensure compliance. A contractor shall ensure that where certificate of fitness is required is provided prior commencement of construction work.

A contractor shall be provided with a number to be used for medical emergencies.

## **11. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS**

A contractor shall ensure that no person is allowed on site who appears to be under the influence of intoxicating liquor or drugs. A contractor shall encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person shall 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 or firearms allowed on construction site.

## **13. INTERNAL/EXTERNAL AUDITS**

A contractor shall conduct monthly safety, health and environment audits and such records shall be kept on site. A contractor shall ensure that corrective measures are taken to ensure compliance.

ACSA shall conduct regular audits and defects noted shall be reported to the relevant contractor for remedial action. Inspections shall be conducted by ACSA and non-conformances noted shall be recorded and provided to the relevant contractor for remedial action. ACSA shall stop any contractor from executing any construction work which is not in accordance with the health and safety plan.

A contractor shall ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

## 14. PENALTIES

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these specifications, legislation and safety plans. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings the Council, authorities and land owners.

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 the ACSA SHE Representative, and will be final. In addition to the penalties, the Contractor shall 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, [Manager] 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: [Publish Date]

at: OR Tambo International Airport.

## 7. Mandatory OSH Form 37(2)

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

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993)**

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <div style="text-align: center;"><b>AIRPORTS COMPANY SOUTH AFRICA OR TAMBO INTERNATIONAL AIRPORT</b></div>
<b>Physical Address:</b> <div style="text-align: center;"><b>Airport Company South Africa OR Tambo International Airports Company South Africa 7525</b></div>

**Hereinafter referred to as "Employer"**

<b>Name of organisation:</b>  <div style="text-align: center;">[Company]</div>
<b>Physical Address</b>  <div style="text-align: center;"><b>Unit 102 The Village Link Southfield Road, Cape Town, 7800</b></div>

Hereinafter referred to as “the Mandatary”

## MANDATORY’S MAIN SCOPE OF WORK

# ***ORTIA RFQ TBC –Repairs at the K8 Hanger Facilities for period of Six (6) months***

## **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatary” is defined as including as agent, a contractor or a sub-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 (MAIN CONTRACTOR) for unlawful acts or omissions of Mandatories (SUB-CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of this Act.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the EMPLOYER in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the employer.
9. A copy of the written Construction Supervisor Appointment in terms of Construction Regulation 6 must be forwarded to the Employer before any work commences.

## **THE UNDERTAKING**

The Mandatary undertakes to comply with:

### **INSURANCE**

1. The Mandatary warrants that all their employees and/or their Subcontractor’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 Employer’s premises. A letter is required prior commencing any work on site confirming that the Contractor or Sub-contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Employer’s premises, or which shall remain in force for that duration of their contractual relationship with the Employer, 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 Employer’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 Employer'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 Employer's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Employer.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a risk assessment is performed by a competent person before commencement of any work in the Employers premises. A 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 Sub-contractor on the Employer's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Department of Labour as well as to the Employer.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer'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 Employer'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 Employer if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

1. Only a duly authorised representative 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 Employer.
2. The Mandatary confirms that he has been informed that he must report to the Employer's management, in writing anything s/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 Employer's employees and other persons in any way whilst performing work on the Employer's premises.
4. The Mandatary understands that no work may commence on the Employer's premises until this procedure is duly completed, signed and received by the Employer.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

#### **ACCEPTANCE BY MANDATARY**



AIRPORTS COMPANY SOUTH AFRICA  
PROJECT AND CONTRACT TITLE

PURCHASE ORDER NUMBER \_\_\_\_TBC\_\_\_\_

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993, I [Manager] a duly authorised representative acting for and on behalf of [Company] undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

Mandatory – WCA/Federated Employers Mutual No RFQ TBC

Expiry date .....

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

[Publish Date]  
**DATE**

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

[Publish Date]  
**DATE**