



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: 4057 – MINOR REFURBISHMENT OF A3 & A4 FOR A PERIOD OF 12 MONTHS IN CTIA**

**NEC 3: ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at CAPE TOWN INTERNATIONAL AIRPORT**

(Registration Number: 1993/004149/30)

and

(Registration Number.....)

for **MINOR REFURBISHMENT OF A3 & A4 FOR A PERIOD OF 12 MONTHS IN CTIA**

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**Part C1: Agreements and Contract Data**

**C1.1: Form of Offer and Acceptance**

**OFFER**

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

**MINOR REFURBISHMENT OF A3 & A4 FOR A PERIOD OF 12 MONTHS IN CTIA**

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

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

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

Signature(s)

Name(s)

Capacity

**For the Bidder:**

Name & signature of witness

Date

**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

**Airports Company South Africa SOC Limited**  
 Cape Town International Airport  
 Administration Office  
 Southern Office Block  
 Western Cape  
 South Africa  
 7525

Name & signature of witness

Date

**Schedule of Deviations**

1 Subject .....

    Details .....

.....

.....

.....

.....

2 Subject .....

    Details .....

.....

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.....

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3 Subject .....

    Details .....

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

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

**For the Employer**

**For the Bidder**

Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
<b>Name and Address</b>	<b>Airports Company South Africa SOC Limited</b> Cape Town International Airport Administration Office Southern Office Block Western Cape South Africa 7525	
Name & Signature of witness	.....	.....
Date	.....	.....

**C1.2 Contract Data****Data provided by the *Employer***

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b>
	Address	Cape Town International Airport Administration Office Southern Office Block Western Cape South Africa 7525
	Tel No.	<b>021 935 3832</b>
	Fax No.	<b>086 607 4135</b>
	E-mail address	<b>Charmaine.Ntshangase@airports.co.za</b>
11.2(11)	The <i>works</i> are	<b>MINOR REFURBISHMENT OF A3 &amp; A4 FOR A PERIOD OF 12 MONTHS IN CTIA</b>
1.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part C3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part C4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Cape Town International Airport</b>
30.1	The <i>starting date</i> is.	<b>Upon signing of Contract by ACSA</b>
11.2(2)	The <i>completion date</i> is.	<b>12 months after the Starting date</b>
13.2	The <i>period for reply</i> is	<b>3 (THREE) days</b>
40	The <i>defects date</i> is	<b>Twelve (12) months after Completion of the whole of the <i>works</i></b>
41.3	The <i>defect correction period</i> is	<b>2 (two) weeks</b>
50.1	The <i>assessment day</i> is the	<b>5<sup>th</sup> (fifth) of each month.</b>
50.5	The <i>delay damages</i> are	<b>Amount per day is 0.05%, to the maximum of 10% of the Contract value</b>
50.6	The retention is	<b>0% of the Contract value</b>
51.2	The interest rate on late payment is	<b>The prime lending rate of the Nedbank Bank. as determined from time to time.</b>
80.1	The <i>Contractor's</i> liability to the Employer for loss of or damage to the Employer's property is limited to	<b>Total of the losses incurred and/or repairs to the damages caused</b>
82.1	The <i>Employer</i> provides this insurance	<b>Refer to Part C1.3 Annexure A</b>

82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>Refer to annexure A</b>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act.</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.
93.2(2)	The <i>Adjudicator nominating body</i> is	<b>The current Chairman of Johannesburg Advocate's Bar Council.</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
<b>Z</b>	<b>The Additional conditions of Z1 – Z17 contract are</b>	
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z3</b>	<b>Other responsibilities:</b>	
<b>Z4</b>	<b>Extending the defects date:</b>	
	<b>Add the following as a new clause 42.5:</b>	
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .	
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.	
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.	
<b>Z5</b>	<b>Termination</b>	
<b>Z5.1</b>	<b>Add the following to core clause 90.2, after the words "or its equivalent":</b> "or business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".	

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**Additional Z Clauses**


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**Z6 Cession, delegation and assignment**


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- Z6.1** 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*.
- Z6.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.
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**Z7 Joint and several liability**


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- Z7.1** 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.
- Z7.2** 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.
- Z7.3** 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*.
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**Z8 Ethics**


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- Z8.1** The *Contractor* undertakes:
- Z8.1.1** 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;
- Z8.1.2** 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.
- Z8.2** 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.
- Z8.3** 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.
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**Z9 Confidentiality**


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- Z9.1** 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.

- Z9.2** 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*.
- Z9.3** This undertaking shall not apply to –
- Z9.3.1** 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;
- Z9.3.2** 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;
- Z9.3.3** 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);
- Z9.4** 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*
- Z9.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

**Z10** ***Employer's Step-in rights***

- Z10.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z10.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

**Z11** ***Liens and Encumbrances***

- Z11.1** 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

**Z12** ***Intellectual Property***

- Z12.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

- Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z12.3** 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
- Z12.4** 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
- Z12.5** 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:
- Z12.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z12.5.2** the use of the *Contractor's* Equipment, or
- Z12.5.3** the proper use of the Works.
- Z12.6** 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.

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**Z13 Dispute resolution:**

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**Z13.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

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**Z13.2 Appointment of the Arbitrator**


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

**Panel of Arbitrators**

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

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**Z14 Notification of a compensation event**


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**Z14.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

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**Z15 BBEE and Tax Clearance Certificates**


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**Z15.1** The *Contractor* shall be expected to annually present a compliant BEE and Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

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**Z16 Communication**


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**Z16.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more

**Z16.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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**Z17 Delegation**


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As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

**Z17.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes 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.

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	_____
	Company VAT Number	_____
	Address	_____ _____ _____ _____ _____
	Telephone no.	_____
	Fax No.	_____
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Resource Proposal (FORM C7)</b>
<b>1</b>	<b>Fitter and Tuner</b>	
	Name:	_____
	Qualifications relevant to this contract	_____ _____
	Experience	_____ _____
<b>2</b>	<b>Assistant</b>	
	Name:	_____

Qualifications relevant to this contract

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Experience

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**3 Assistant**

Name:

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Qualifications relevant to this contract

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Experience

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**4 Assistant**

Name:

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Qualifications relevant to this contract

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Experience

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**5 Assistant**

Name:

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Qualifications relevant to this contract

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Experience

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	The following matters will be included in the Risk Register	1.
		2.
		3.
		4.
		5.
		6.
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 C2.2 of this contract.</b>
11.2(10)	The offered total of the Prices is	

## **PART C1.3 INSURANCE**

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

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

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

1.1 Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations,

liabilities or responsibilities of the Contractor in anyway whatsoever (including but not limited to any

requirement for the provision by the Contractor of any other insurances) the **Employer** shall effect

and maintain for the duration of the construction and maintenance periods of the Contract - as

appropriate in the joint names of the Employer, the Contractor and where relevant Sub-Contractors

the following insurances which are subject to the terms, limits, exceptions and conditions of the

Policy:

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

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

**Contract Works Insurance** for the full value of the Works to provide cover against accidental

physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent

provided for in the policy whilst in transit or temporarily stored at any premises en route to or

from the Site (other than where this is a continuation of Marine Transit) within the territorial

limits of the policy.

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

This insurance contains the following limitations and warranties ;

**Open Trench Limitation**

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

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

2

**taxiways)**

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

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

**Public Liability Insurance** which provides indemnity against legal liability in the event of

accidental death of or injury to persons and/or loss of or damage to property (other than the

Works the subject matter of this Contract) arising from the execution of the Contract with a limit

of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

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

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event

of accidental death of or injury to persons and/or loss of or damage to property (other than the

Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

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

**b. Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract

Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract

Works wording as issued by SASRIA SOC.

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

or description whatsoever.

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

3

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

**c) Aviation Liability Insurance** which provides indemnity against legal liability in the event of

accidental death of or injury to persons and/or loss of or damage to property (other than the

Works the subject matter of this Contract) arising from the execution of the Contract with a

limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences

consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

**d) Design & Construct Professional Indemnity Insurance** which provides indemnity against legal

liability to pay compensation as a result of any actual or alleged negligent act, error or omission

in the performance of the Professional Duties of the insured and arising from the execution of

this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate**

**during the annual policy period of insurance that ACSA effect such cover during the policy**

**period from 1 April to 31 March during each policy period of insurance.**

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

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

Professional Duties do not include:

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

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

1. 2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the

Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged

policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged

policies. Copies of the Employer arranged policies are obtainable on request from the Employer and

if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractor's account.

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1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer.

The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection

with the insurances effected by the Employer.

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

he may deem necessary in his own interests to effect supplementary insurance to the insurance

effected by the Employer. The Employer reserves the right to call for full information regarding

insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the

premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer

should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under

1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect

of each and every occurrence or series of occurrences attributable to one source or cause giving

rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected

under 1.1 are as follows:

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

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which

will apply in respect of each and every occurrence or series of occurrences arising out of or

in connection with any one event giving rise to loss or damage:

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

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

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

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

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

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

**b) Contract Works SASRIA**

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

**c) Aviation Liability Insurance ;**

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

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

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

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

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged

by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract

immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile

phone or email giving the circumstances, nature and an estimate of the loss or damage or

liability. The Contractor must also complete the Claim Advice Form (Appendix "A" ).

The following persons/insurers must be advised immediately on the occurrence of a claim on

site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

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Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

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

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

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or

any malicious persons(s) for the purpose of recovering any property so lost, discovering the

guilty person or persons, and having him, her or them duly prosecuted.

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

injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim

against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance

Brokers for further action (the original may be emailed to the Employers Insurance Broker).

(Please do not remove the Claims Advice Form out of this document. Rather photocopy the

form and send the copy to the Employers Insurance Brokers).

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

in carrying out such enquiry's.

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

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

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k) The Contractor must keep separate records of the costs involved in making good any loss or

damage and these records should be available at all times for inspection by Insurers.

Such

records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their

appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an

“Agreement of

Loss” form must be signed by the Contractor and if required this shall be counter signed by

the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible

applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the “Agreement of Loss” to this effect.

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

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following**

### **Insurances to be effected by the Contractor :**

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and

Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where

applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary

structures and contents) and other things (except those intended for incorporation into the

Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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In the event that a claim is made against the Employer in connection with such insurance,

the Contractor shall indemnify and hold harmless the Employer against any such claim.

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

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks

including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000**

for all owned, non-owned, leased and hired vehicles.

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and

Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d)

be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy

Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof

at premises other than at the Contract Site the Contractor shall satisfy the Employer that all

materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest

in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any

insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated

under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated

under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design &

Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable

to cover the deductible that applies to the Employer effected insurance.

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

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

**Sum Insured**: Not less than the value of the largest single cargo shipment, conveyance or

the value in storage, whichever is the greater (CIF plus 10%).

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Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss

or damage while in transit by land, sea or air from country of origin anywhere in the world

to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

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

**j) Miscellaneous Insurance**

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

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with

Insurers and on terms approved by the Employer (which approval shall not be unreasonably

withheld) and shall be maintained in force for the duration required (including any period of

maintenance/defects liability period). The Contractor shall within twenty eight (28) days of

commencement of the contract produce to the Employer the relevant Policy or Policies of

Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or

restrictive modification to the insurance provided to them they shall immediately notify the

Employer in writing of such cancellation or restriction and shall advise what action the Contractor

or his Sub-contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer

may effect and keep in force any such insurances and pay such premium or premiums as may be

necessary for that purpose and from time to time deduct the amount paid by the Employer from

any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

**2.4 Sub-Contractors.**

The Contractor shall:

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

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

**APPENDIX A**

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

**Send to : Airports Company South Africa**

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**E-Mail The Following People :**

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

\* .....  
.....  
.....  
.....  
.....  
.....  
.....

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

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

Date of loss :

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

R \_\_\_\_\_

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

Telephone/Mobile Numbers Of Contact

Person \_\_\_\_\_

Email Address of Contact

Person \_\_\_\_\_

## **C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA" ACSA"</b>
<b>Physical Address: Airport Company South Africa</b>  <b>The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008</b> <b>P O Box 75480, Gardenview, Gauteng, South Africa, 2047</b>

**Hereinafter referred to as "Client"**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATARY'S MAIN SCOPE OF WORK

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### 1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health, and Environment.
- 1.8

<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

<b>THE UNDERTAKING</b>
------------------------

The Mandatory undertakes to comply with:

## **2. REPORTING**

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

## **3. WARRANTY OF COMPLIANCE**

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

## **4. SHE Risk Management**

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and

hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

## **5. MEDICAL EMERGENCY RESPONSE**

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

## **6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

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

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

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

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

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.

- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

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

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

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

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

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report

within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

#### **14. SUB CONTRACTORS**

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file; SHE Plans associated with the work.

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

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

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

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

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

#### **17. FACILITIES**

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

#### **18. HYGIENE AND CLEANLINESS**

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

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

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## **20. PERSONAL PROTECTIVE EQUIPMENT**

- 20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary shall be monitoring compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

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

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

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

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

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

### **23. PERMIT MANAGEMENT**

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

### **24. TRANSPORTATION**

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

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

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

### **25. CLARIFICATION**

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

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

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

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

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

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

## 28. INDEMNITY

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

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

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

## 29. FURTHER UNDERTAKING

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

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

**ACCEPTANCE BY MANDATARY**

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

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

Mandatar y – WCA/ Federated Employers Mutual No..... Expiry date  
.....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**

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

(Warrant his authority to sign)

Witnesses:

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

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

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

**AIRPORT COMPANY SOUTH AFRICA**

Witnesses:

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

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

## C2 PRICING DATA

### C2.1 Pricing Assumptions

#### The *conditions of contract*

#### How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option A states:

<b>Identified and defined terms</b>	11 11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"> <li>• each group of completed activities and</li> <li>• each completed activity which is not in a group.</li> </ul> <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p>
		(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

#### Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

#### Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Hence when compiling the *activity schedule*, the tendering contractor needs to show each activity on the programme he submits with his tender.

#### Preparing the *activity schedule*

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to include particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

**1 Generally, it is the Contractor who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.**

2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the contractor) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.

3 As the Contractor has an obligation to correct Defects (core clause 43.1) and there is no compensation

event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.

4 If the Contractor has decided not to identify a particular activity, the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.

5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the contractor estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

6 Hence the Prices tendered by the Contractor in the *activity schedule* are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk.

7 However, the Contractor does not have to allow in his Prices for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an Employer's risk event listed in core clause 80.1.

## C2.2 Price List

**Table A: The Price List is as follows:**

Items	QTY	Price/Rate	Sub-total
Administrative Cost & Labour	Once off		
Airport permits	Once off	R 600	
General Awareness Security Training	Once off		
Site mobilisation	Once off		
Site Demobilisation	Once off		
<b>Table A: Sub Total Price</b>			<b>R</b>

**Table B: The Price List is as follows for minor refurbishment of A3 and A4 Loading bridge:**

Item	Price/Rate	Sub-total
Assessment report verification	R	R
Rust treatment labour and consumables	R	R
Bolts, nuts and flanges	R	R
Labour for replacement of Bolts, nuts and flanges	R	R
Provision for the lifting equipment for the bridges during bolt replacement	R	R
Provision for fully hoarded and putting under vacuum of the areas to be spray painted.	R	R
Provision for other works (from recommendation of assessment verification)	R	R
Provision for the alignment and rewelding of the auto leveller structure.	R	R
Other (additional work required from reassessment verification)	R	R
<b>Table B: Sub Total Price</b>		<b>R</b>

Total Cost for minor refurbishment of A3 and A4 Loading bridge		Sub total
1	<b>Table A: Sub Total Price</b>	R
2	<b>Table B: Sub Total Price</b>	R
3	<b>Contingency (30% of total project cost)</b>	R
	<b>Total Price Excl VAT</b>	<b>R</b>
	<b>15% VAT</b>	<b>R</b>
	<b>Total Price Incl VAT</b>	<b>R</b>

## C3: Scope of Work

**C3.1 Works Information****Purpose of Commodity**

The goals and objectives of this initiative it to do minor refurbishment for the A3 and A4 passenger loading bridges at Cape Town international airport and to retain safety and maintain the serviceability of the system in a sustainable manner. To achieve this goal, it is necessary to refurbish the existing installation to comply with the OSH Act and Specifications and Legislation related to operating and working on moving machines.

The scope entails the assessment and refurbishment of the passenger loading bridges' installation at the Cape town international airport. In brief the minor mechanical and structural minor refurbishment programme entails the refurbishment and procurement, supply and installation of all necessary equipment to upgrade the current structural condition of the bridges of the Cape Town International Airport.

The equipment primarily comprises

**1. Description of the works**

The refurbishment of the passenger loading bridges will involve assessment of the structure, replacement of the canopy moving chain, rusted main structural bolts and flanges, treatment of rust on the supporting structure to ensure the passenger loading bridges are safe and reliable in terms of operations.

Therefore, the contractor's responsibilities extend beyond the specified scope of work to ensure that the refurbishment of the passenger loading bridges is done in compliance with the OSH standards, ACSA and Structural procedures and passenger boarding industry requirements and that the system operates safely and efficiently. Additionally, all the tasks involved will be done cooperation with the airside operations as the airport is a live environment whereby operations need to come first and safety is a critical aspect. The service provider is expected to incorporate all necessary safety risk mitigations into their pricing proposal.

**The scope of works comprised of the following****Refurbishment of the passenger boarding bridges.**

- This scope aims to address the recommendations on the assessment done by the structural engineer on the bridges, but is not limited to as it is expected the contractor's structural engineer to provide
- Rust treatment and minor replacements (including supporting bolts, flanges and chains).
- Minor welding on areas that require replacement metal sheets. **All the welding work done must be carried out in compliance with AWS D1.6/D1.6M structural welding standards or equivalent.**

**Equipment schedule**

UNIT	LOCATION	DESCRIPTION
1	A3	<ol style="list-style-type: none"> <li>1. Replacement of all the corroded supporting bolts, nuts and flanges.</li> <li>2. Replacement Canopy driving chain.</li> <li>3. Rust treatment and replacement of cable cages</li> <li>4. Rust treatment on the bridge structure. (spray</li> </ol>

		painting the area must be fully hoarded and under vacuum.).
2	A4	<ol style="list-style-type: none"> <li>1. Replacement of all corroded supporting bolts, nuts and flanges.</li> <li>2. Replacement Canopy driving chain</li> <li>3. Rust treatment (spray painting the area must be fully hoarded and under vacuum.).</li> <li>4. Replacement of cable cages</li> </ol> <p>Rust treatment on the bridge structure. (Spray painting the area must be fully hoarded and under vacuum.).</p>
3	A3 and A4	Straightening and aligning of the auto leveler.

**NB: Rust Treatment includes:**

- *Assessment of the extent of corrosion damage to determine if the structure can be repaired or replacement of the affected area is necessary.*
- *Cleaning and removal of the loose rust to prepare the area and application of rust-inhibiting primer followed by a rust convertor durable high-performance topcoat.*

*Pictures of the PLB structure (for more detail and pictures please refer to the assessment report)*





1.1 As-built Drawings and O&M Manuals

N/A

1.2 60 Months Warranty Period Maintenance

The Contractor shall attend to repairs arising from installation errors resulting to all breakdowns arising from poor performance of the equipment on all newly installed supporting bolts and chains for the period of 60 months which shall commence from practical completion date.

**2. Drawings**

None of the drawings issued or available.

**3. Specifications**

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Occupational Health and Safety Act (OSHACT 6 of 1983)		
Environmental requirements		
Site regulations and access control		
<b><u>Technical specifications:</u></b>		
SANS 10142-1: The wiring of premises, low voltage installations		
SANS 10400 Part O Lighting and Ventilation		

**3.1 Health and Safety Risk Management**

The *Contractor* shall comply with the health and safety requirements contained under Health and Safety of this Service Information.

The Service Provider shall:  
 Comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.  
 The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 27.4 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.  
 The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

**Safety Check List for Contractors –  
 As Per ACSA Contractors OHS Act requirements.**  
**Contractor:** \_\_\_\_\_  
**Contract:** MINOR REFURBIHSMENT FOR A3 &A4 IN CTIA FOR 12 MONTHS  
**Duration of Contract:** As per submitted Programme of works.

No	Item	Received	Accepted
1.	Letter of Good Standing.		

2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE files
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE files
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		
11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building.

*Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.*

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

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

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

package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

### 3.2 Environmental constraints and management

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

At no time shall the Contractor:

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

### 3.3 Employer's site entry and security control, permits, and site regulations.

ACSA CTIA site is regarded as a National Key Point of Entry

The following National Key Point Requirements shall be adhered to:

- Criminal clearance check
- Zero alcohol tolerance
- Access to site through valid Permits
- Medical Clearance Certification

#### Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

#### Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.

#### Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

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

### 4.1 Meetings

Regular meetings of a general shall be convened and chaired by the designated person as shown in the table below.

Title and Purpose	Approximate Time & Interval	Location	Chairperson	Required Attendance
<u>Kick-off Meeting</u> - To discuss implementation strategy and agree timelines	90 minutes Once off	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager	- SCM - The Project Manager - The Contractor - The Engineer
<u>Construction Progress</u> - To track progress as per approved programme - To discuss claims related issues. - To discuss Health & Safety performance	60 minutes Biweekly	CTIA Offices (boardroom to be confirmed with the meeting request)	The Contractor	- The Project Manager - The Contractor - The Engineer
<u>Risk Reduction</u> - To discuss means to mitigate identified risks that can have an impact on project execution.	60 minutes Biweekly	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager	- The Project Manager - The Contractor - The Engineer
<u>Compensation Events</u> - To discuss compensation events that the Contractor has submitted	As and when required	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager	- The Project Manager - The Contractor - The Engineer

#### 4.2 Use of standard forms

All NEC forms shall be used as stipulated in the NEC 3 clauses.

#### 4.3 Invoicing and payment

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:

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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 1993/004149/30.
- 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 BPA No. to be included for every invoice received.

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.

The invoice to be submitted electronically via an e-mail to **TBC**.

#### 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 BBEE and Preferencing scheme

None

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

None

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

The Contractor shall notify the Project Manager in writing regarding all material and equipment that is to be removed from site as a result of this project and no equipment shall be removed offsite without prior approval.

#### **4.8 Design by the Contractor**

1. N/A

### **5. Requirements for the programme**

The Contractor is required to submit a program for approval within 7 days of the award of this contract. This program shall be subject to discussion and review by the Project Manager and the Engineer prior to acceptance.

The Contractor's proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer. The program shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.
- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) The anticipated value of work to be done during each month.
- (vi) Other information specifically required by the Engineer.

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and its effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators, where applicable
- (iv) The accommodation and safeguarding of public.
- (v) Dealing with, altering and installing services.
- (vi) The reasonable requirements and programmes of the Employer.
- (vii) All other actions required in terms of this contract.

The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic and construction plant accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by the Engineer.

Minor revisions to the approved program may be introduced from time to time by mutual agreement between the Employer, the Contractor, and the Engineer. Should the Engineer believe that a major revision of the program is required, the Contractor will be notified in writing and a revised program shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor’s interest to provide a comprehensive program giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the program, since the approved program may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

**6. Penalties or low service damages**

ACSA shall notify the contractor in writing of its intention to claim a penalty during the project of an event or occurrence that will impact the system operation. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

The following penalties and not limited to these shall apply to this contract:

Where there is a delay on the project the contractor will be notified, and penalties will be applied	5% of the contract value for each day the project is delayed.
Project defects.	0.05% of the contract value will be deducted if the contractor fails to rectify the defects within the agreed timelines. (Unless a special arrangement is made with the Service Manager in advance relating to factors beyond the Contractor’s control.
Safety infringement /unsafe act during the project	R2 000.00 penalties will be imposed however this does not limit ACSA to claim more than the penalty amount depending on the extent of the infringement.

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

- a. The Employer will make available a potable water connection for domestic purposes only. The Contractor shall supply all connections and distribution pipes as necessary plus a meter and shall bear all costs in connection therewith. The Contractor will bear the cost of water consumed.

The Contractor shall make his own arrangements for his construction water supply requirements as necessary and bear all costs in connection therewith.

- b. The Employer will only be able to make a single phase, 220 volts, power supply available to the Contractor for domestic purposes. The contractor shall be liable for all costs associated with transferring power to the required locations, the provision of a meter and the cost of power consumed.

The Contractor shall make his own arrangements for his construction power supply requirements as necessary and bear all costs in connection therewith.

- c. A suitable area will be made available to the Contractor for his camp. The Contractor shall provide a suitable fence around his camp in order to define its boundaries clearly.

C4: Site Information

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

**1. Access Limitations**

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will be forming part of staff that will be executing the works shall attend Airside Induction Training.

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

This is not applicable as all the works will be carried out inside the buildings and outside roof spaces.

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

Unknown from the client and shall not apply for the service contractor associate with the scope of works.

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

Works shall be performed from the landside and airside areas which are located at the Cape Town International Airport.

**Annexures**

Annexure A



CTIA Bridge  
inspection Report.pdf