

Tel +27 21 937 1200 Fax +27 21 936 2937
Administration Office, Southern Office Block,
Western Cape, South Africa, 7525
Private Bag X9002, Cape Town International,
Western Cape, South Africa, 7525
www.airports.co.za

Airports Company South Africa Limited Reg No 1993/004149/06 VAT No 4930138393
Board of Directors: SV Zilwa (Chairman), *MW Hlahla (Managing Director), R Persad, *BP Mabelane, NTY Siwendu,
N Galeni, A Kekana, WC van der Vent, MD Ramagaga
*Executive Directors



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and _____

for **Refurbishment of the AMC at Cape Town
International Airport for 6 Months**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	Page No.
Part C1 Agreements & Contract Data		
C1.1 Form of Offer and Acceptance		3
C1.2 Contract Data provided by the <i>Employer</i>		6
C1.2 Contract Data provided by the <i>Contractor</i>		11
Part C2 Pricing Data		
C2.1 Pricing assumptions		12
C2.2 Price List		13
Part C3 Scope of Work		
C3.1 Works Information		14
Part C4 Site Information		18

Documentation prepared by: **Mbasa Neka**
Building Maintenance
ACSA

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Refurbishment of the AMC at Cape Town International Airport for 6 Months

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

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

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

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

Signature(s)

Name(s)

[Manager]

Capacity

[Title]

[Company]

(Insert name and address of organisation)

**For the
tenderer:**

Name &
signature of
witness

Date Upon signature of
the contract by the
Employer/ ACSA

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

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**

Name &
signature of
witness

Airports Company South Africa

(Insert name and address of organisation)

Upon signature of the contract
by the Employer/ ACSA

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

For the tenderer:**For the Employer**

Signature

Name

[Manager]

Capacity

On behalf
of

[Company]

(Insert name and address of organisation)

Name &
signature
of witness

Date

Airports Company South Africa

(Insert name and address of organisation)

Upon signature of the contract by the
Employer/ ACSA

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa VAT Reg No. 493 013 8393
	Address	Cape Town International Airport, Matroosfontein, Cape Town, 7490
	Tel No.	021 937 1200
	E-mail address	[Comments]
11.2(11)	The <i>works</i> are	Refurbishment of the AMC at Cape Town International Airport for 6 Months
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport Airport Management Centre (AMC)
30.1	The <i>starting date</i> is.	Upon signature of the contract by the Employer/ ACSA
11.2(2)	The <i>completion date</i> is.	6 months after the starting date
13.2	The <i>period for reply</i> is	1 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	4 weeks
50.1	The <i>assessment day</i> is the	25th day of each month.
50.5	The <i>delay damages</i> are	R 1500 per working day
50.6	The retention is	5% performance bond
80.1	The <i>Contractor</i> is liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property to the	Total of the losses incurred and/or repairs to the damages caused
82.1	The <i>Employer</i> provides this insurance	See attached Insurance Schedule (Annexure: A)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	See attached Insurance Schedule (Annexure: A)
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	See attached Insurance Schedule (Annexure: A)

93.1 The *Adjudicator* is**The person appointed jointly by the parties from the list of adjudicators contained below**

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

93.2(2) The *Adjudicator nominating body* is:**The current Chairman of Johannesburg Advocate's Bar Council**93.4 The *tribunal* is:**Arbitration.**The *arbitration procedure* is**The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa).**

The place where arbitration is to be held is

Cape Town, South Africa

The person or organisation who will choose an arbitrator

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

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:**

-

Z The Additional conditions of contract are**Amendments to the Core Clauses****Z1 Interpretation of the law****Z1.1 Add to core clause 12.3:**

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

Z3 Other responsibilities:**Z4 Extending the defects date:****Z4.1 Add the following as a new clause 42.5:**

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

Z4.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z4.3 The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z5 Termination

Z5.1 Add the following to core clause 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Additional Z Clauses**Z6 Cession, delegation and assignment**

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.

Z7 Joint and several liability

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*.

Z8 Ethics**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.**Z9 Confidentiality****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.
- Z13 Dispute resolution:**
- Z13.1 Appointment of the Adjudicator**

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

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

Z13.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either 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

Z14 Notification of a compensation event

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."

Z15 BBEE and Tax Clearance Certificates

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.

Z16 Communication

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.

Z17 Delegation

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

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

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

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

Please refer to bill of quantities and pricing schedule below:

REFURBISHMENT OF THE AMC QUANTITIES						
	Description/Spec	Unit	Qty	Unit Rate (R)	Amount (R)	Notes/Remarks
	Preliminary and General					This includes but not limited to site establishment, permits for personnel, healthy & safety compliance for duration of works.
SECTION A – DOORS & SECURITY						
1	1.3m (W) x 2m (H) Standard Access Control Security Door with Frame, X-door type	No.	1			Supply and install, incl. frame.
SECTION B – ELECTRICAL & LIGHTING						
2	1200x600 LED Panel Lights	No.	20			Supply, install & commission incl. wiring
3	600x600 LED Panel Lights	No.	2			Supply, install & commission incl. wiring
4	Small Decorative LED Downlight / Recessed Spotlight	No.	18			Supply, install & commission incl. wiring
5	Certificates of Compliance (COC) shall be issued for all electrical installations	No.	1			
SECTION C – AUDIO						
6	Filo CSV5 2-Way Ceiling Speaker	No.	13			Supply, install & commission incl. cabling
SECTION D – PAINTING						
7	Dry Wall Repainting (low-VOC paint suitable for an operational control room environment)	m²	175,50			Surface prep, prime & 2 coats
SECTION E – FLOORING						
8	AMC Working Area Wooden Floor Replacement with Vinyl Flooring – incl. Skirtings	m²	160,86			Strip existing wooden floor, supply & lay vinyl flooring, skirtings, including, inspection of subfloor conditions
9	Replacement of Kitchen Flooring Tiles– incl. Skirtings	m²	27,31			Supply & lay tiles, skirtings
10	Replacement of Boardroom Flooring with Vinyl Flooring – incl. Skirtings	m²	36,35			Supply & lay vinyl flooring, skirtings
SECTION F – CEILINGS						
11	Kitchen Ceiling – supply & install	m²	64,00			Suspend, board & finish ceiling
12	Working Area – supply & install	m²	156,00			Suspend, board & finish ceiling
13	Boardroom Ceiling – supply & install	m²	45,00			Suspend, board & finish ceiling
SECTION G – JOINERY & FITTINGS						
14	2m (W) x 2.7m (H) Cabinet / Cupboard Replacement	No.	2			Strip 1 existing unit, supply & install 2 new unit
SECTION H – KITCHEN PLUMBING & FINISHES						
15	Reconfigure / Relocate Sink	No.	1			Plumbing, connections, minor electrical works & commissioning
16	Reconfigure / Relocate Hydroboiler	No.	1			Plumbing, connections, minor electrical works & commissioning
17	Splashback Tiles for Kitchen	m²				Along the new sink location
Subtotal (Excl. VAT)						
VAT						
Total (Incl. VAT)						

C3: Scope of Work

C3.1 Works Information

1. Description of the works

The Contractor shall undertake the full refurbishment of the Airport Management Centre (AMC) at Cape Town International Airport (CTIA), including the AMC working area, boardroom, and kitchen area. The works comprises of floor refurbishment, internal wall preparation and painting, ceiling replacement, electrical and lighting upgrades, audio installation, joinery, kitchen plumbing reconfiguration, and the supply and installation of a standard access control security door.

All works shall be executed in phases to accommodate the AMC's continuous 24/7 operations, with after-hours or low-impact execution where required to minimise disruption to airport coordination, monitoring, and decision-making functions.

The works are divided into the following sections:

Section A: Doors and Security

- Supply and install one standard access control security door with frame, 1.3m (W) x 2.0m (H), X-door type, at the AMC entrance.

Section B: Electrical and Lighting

- Supply, install, and commission 20 1200mmx600mm LED Panel Lights, including wiring.
- Supply, install, and commission 2 600mmx600mm LED Panel Lights.
- Supply, install, and commission 18 small decorative LED downlights / recessed spotlights, including wiring.
- Minor electrical works required to accommodate the relocation of the hydro boiler and sink in the kitchen area.
- Certificates of Compliance (COC) shall be issued for all electrical installations and updated layout drawings provided upon completion.

Section C: Audio

- Supply, install, and commission 13 Filo CSV5 2-Way ceiling speakers, including cabling.

Section D: Painting

- Preparation of internal wall surfaces, including cleaning, sanding, and repair of minor surface defects.
- Dry wall repainting of approximately 175.5 m², including surface preparation, primer, and two coats of durable, low-VOC paint finishes suitable for an operational control room environment.
- Application of consistent colour schemes aligned with CTIA corporate identity standards and professional workplace requirements.

Section E: Flooring

- AMC Working Area: Strip existing wooden floor, supply and lay new vinyl flooring, including skirtings, over approximately 160,86 m².
- Kitchen: Supply and lay new tiles, including skirtings, over approximately 27,31 m².
- Boardroom: Supply and lay new vinyl flooring, including skirtings, over approximately 36,35 m².

- Inspection of subfloor conditions and execution of minor remedial works where required to ensure a stable substrate.
- Proper alignment, sealing, and finishing of floor joints to eliminate trip hazards and prevent future lifting.
- Installation of transition trims and skirtings (floor-to-wall interfaces) where required.
- Safe removal and disposal of existing lifted, damaged, and deteriorated floor finishes.

Section F: Ceilings

- Kitchen ceiling: Supply and install suspended ceiling, board and finish, over approximately 64 m².
- Working Area ceiling: Supply and install suspended ceiling, board and finish, over approximately 156 m².
- Boardroom ceiling: Supply and install suspended ceiling, board and finish, over approximately 45 m².

Section G: Joinery and Fittings

- Strip existing, supply and install 2 new cabinets/cupboards, 2m (W) x 2.7m (H).

Section H: Kitchen Plumbing and Finishes

- Reconfigure and relocate 1 sink to approximately 1m forward from its current position, including all plumbing connections and commissioning.
- Reconfigure and relocate 1 hydro boiler to approximately 1m forward from its current position, including plumbing connections and commissioning.
- Supply and install splashback tiles along the new sink location.
- Making good of wall and floor finishes affected by the kitchen refurbishment works.

Notes for Bidders

- All works must comply with OHS standards.
- Certificates of Compliance is mandatory deliverables.
- Disposal of old electrical fittings, deteriorated flooring and ceiling must comply with environmental regulations.
- All rubble shall be removed at the end of every shift; alternatively, a skip must be provided if off-site removal is not possible.
- Pricing should include all preliminaries, establishment costs, and supervision.
- Detailed BOQ will be provided as an annex for reference; bidders to price based on lump sum for evaluation

2. Drawings

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

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety requirements		Yes
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		
Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	1993	Yes
SANS 10142-1, The wiring of premises-Part 1: Low voltage installations		
SANS 10400-XA: Energy Usage in Buildings		
SANS 10107: The Design and Installation of Ceramic Tiling		
SANS 10400-J: Floors		

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

The following risks were identified for this project:

- The Airport Management Centre is a mission-critical facility that operates continuously, 24 hours a day, 7 days a week. The AMC functions as the central hub for airport coordination, monitoring, and decision-making, overseeing airside and landside activities, security coordination, and operational incident management. The Contractor shall not carry out any works that would render the AMC inoperable or prevent AMC staff from performing their functions at any time.
- All works shall be planned and executed in phases to ensure continuous AMC operations. The Contractor shall submit a phasing plan to the Employer for approval prior to commencing work. The phasing plan shall identify which areas of the AMC will be affected during each phase, the duration of each phase, and measures to maintain AMC operations during each phase.
- Where works are likely to cause disruption to AMC operations (including but not limited to excessive noise, dust, vibration, or restricted access to operational areas), such works shall be conducted after hours or during low-impact periods as agreed with the Employer.
- The Contractor shall implement appropriate dust containment measures (including but not limited to temporary screens, barriers, and extraction where necessary), noise controls, and safety barriers to protect AMC staff, operational equipment, and systems from construction impacts at all times.
- The Contractor shall take all necessary precautions to protect existing AMC infrastructure, including but not limited to operational monitoring equipment, IT and communications systems, ceiling-mounted equipment, electrical installations, and furniture. Any damage to existing infrastructure caused by the Contractor's works shall be fixed or replaced at the Contractor's cost.
- All works for this project are to be conducted within the AMC at CTIA. The Contractor and all personnel shall comply with all CTIA safety, security, and access control requirements at all times, including:

- i. Adherence to all health and safety requirements.
 - ii. Giving advance notice to the Employer when work is to take place. A minimum of 24 hours' notice shall be provided.
 - iii. Submission of a health and safety file to the Employer prior to any work on site.
 - iv. All Contractor personnel shall hold valid CTIA security clearance and access permits before entering the site.
- The Contractor shall comply with ACSA's Environmental Work Instruction (EMS 048) and the Environmental Terms and Conditions to Commence Work. All waste generated by the works (including demolished flooring, old ceiling materials, packaging, and construction debris) shall be separated into general and hazardous waste and disposed of at a permitted facility. The Contractor shall maintain waste disposal records and make them available for audit.
 - The Contractor shall agree the location and extent of any material storage and laydown areas with the Employer before bringing materials to site. Storage areas shall not obstruct AMC operations, emergency exits, or access routes.
 - The Contractor shall coordinate with any other contractors or service providers operating in or around the AMC during the contract period. The Contractor shall attend coordination meetings as required by the Employer.

4.1 Meetings

1. Project kick-off meeting between ACSA and the Contractor to occur within 5 working days of the starting date.
2. 1st site meeting to occur 2 weeks after kick-off meeting and then 1 meeting per week until project completion.
3. The Contractor shall attend all weekly site meetings. Meetings will cover progress, early warnings, compensation events, programme status, health and safety matters, and coordination with AMC operations.

4.2 Use of standard forms

The Contractor shall use ACSA standard forms for the administration of the contract, including early warning notification of works and compensation event notifications. Forms will be provided by the Employer at the kick-off meeting.

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:

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

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

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

Payment schedule	% of contract value	Rand value
Total	100	

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 for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor, and Equipment. Records shall be kept in electronic format and made available to the Employer on request within 2 working days.

4.5 BBBEE and preferencing scheme

The Contractor shall comply with any Broad Based Black Economic Empowerment (B-BBEE) requirements specified in the tender documentation and shall maintain compliance throughout the contract period.

4.6 Facilities to be provided by the Contractor

N/A

4.7 Title to material from excavation and demolition

The Contractor shall notify the Project Manager or Company representative 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

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

5. Requirements for the programme

5.1 Programme submission

The Contractor shall submit a detailed programme to the ACSA Project Manager for acceptance at the kick-off meeting, or within 5 working days of the starting date, whichever is earlier.

The programme shall be presented in bar chart (Gantt chart) format using Microsoft Project, Primavera, or an equivalent scheduling tool acceptable to the Employer.

5.2 Programme content

The programme shall show, as a minimum:

- i. The starting date and the completion date.
- ii. The phasing of the works, clearly identifying which areas of the AMC (working area, boardroom, kitchen) are affected during each phase, with start and finish dates for each phase. The phasing shall demonstrate how continuous 24/7 AMC operations will be maintained throughout the works.
- iii. The sequence of activities for each work section, including:
 - Strip-out and demolition of existing finishes
 - Subfloor preparation and remedial works
 - Flooring installation (working area: 143 m², kitchen: 36 m², boardroom: 36 m²)
 - Wall surface preparation and painting (175.50 m²)

- Ceiling removal and new ceiling installation (kitchen: 64 m², working area: 156 m² and boardroom: 45 m²)
 - Electrical and lighting installation (LED troffers, downlights, ceiling features)
 - Audio installation (ceiling speakers)
 - Kitchen plumbing reconfiguration (sink and hydro boiler relocation)
 - Kitchen splashback tiling
 - Joinery (1 cabinet replacement and 1 cabinet installation)
 - Security door supply, installation, and commissioning
 - Testing, commissioning, and snagging
 - Issue of Certificates of Compliance (electrical)
- iv. Activities to be carried out after hours or during low-impact periods, clearly distinguished from normal working hour activities.
- v. Lead times for procurement and delivery of key materials, including:
- Security door and frame (X-door type)
 - LED troffer lights, downlights, and ceiling light features
 - Ceiling speakers
 - Floor tiles and skirtings
 - Suspended ceiling system (grid, board, and finish)
 - Kitchen sink, hydro boiler, and plumbing fittings
 - Cabinet/cupboard unit
- vi. Dates for inspections, testing, and commissioning activities, including electrical COC inspections.

5.3 Method statement

The Contractor shall submit a detailed method statement to ACSA Project Managers by the first project site meeting (2 weeks after the kick-off meeting). The method statement shall describe:

- i. The Contractor's proposed methods of working for each trade discipline (flooring, painting, ceilings, electrical, plumbing, joinery, security door installation).
- ii. Measures to be taken to protect existing AMC infrastructure, operational equipment, IT and communications systems, and furniture during each phase of work.
- iii. Dust and noise containment measures, including the type and location of temporary screens, barriers, and extraction equipment.
- iv. Measures for safe removal and disposal of existing floor finishes, ceiling materials, and demolition waste, including segregation of general and hazardous waste.
- v. Measures to maintain safe access and egress for AMC staff and emergency evacuation routes at all times during the works.
- vi. Details of the Contractor's site supervision arrangements, including the name and contact details of the Contractor's Representative who will be available during working hours and after-hours work periods.

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

Item	Date by which it will be provided
N/A	N/A

C4: Site Information

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

1. Access limitations

All work for this project is to be conducted within the Airport Management Centre of Cape Town International Airport therefore the contractor shall:

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

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

[•]N/A

3. Hidden and other services within the *site*

[•]N/A

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

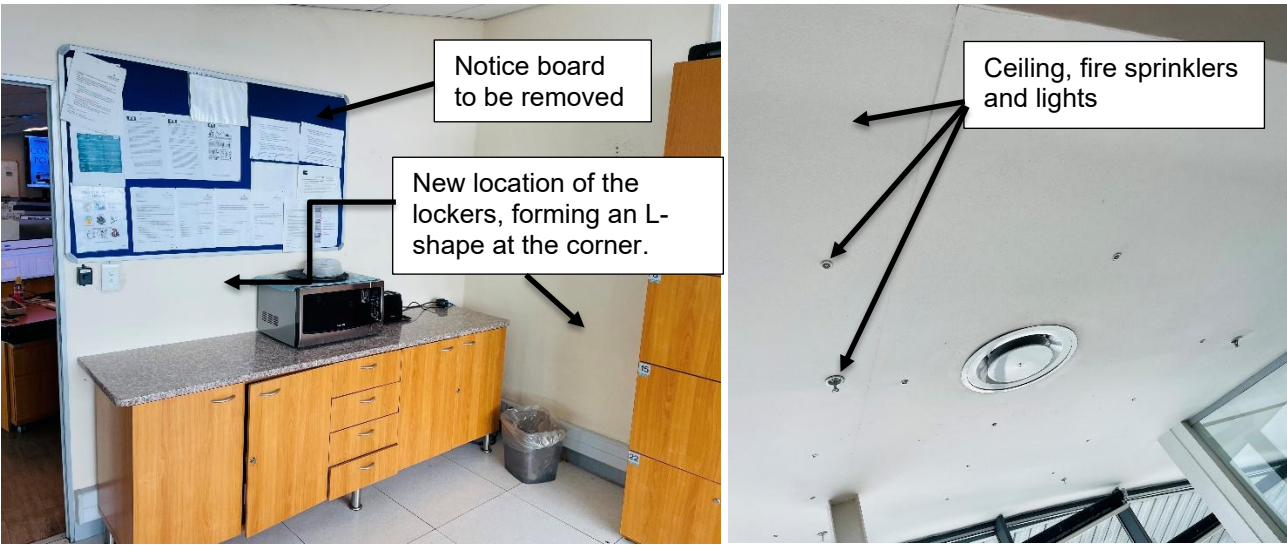
4.1 AMC kitchen photographs



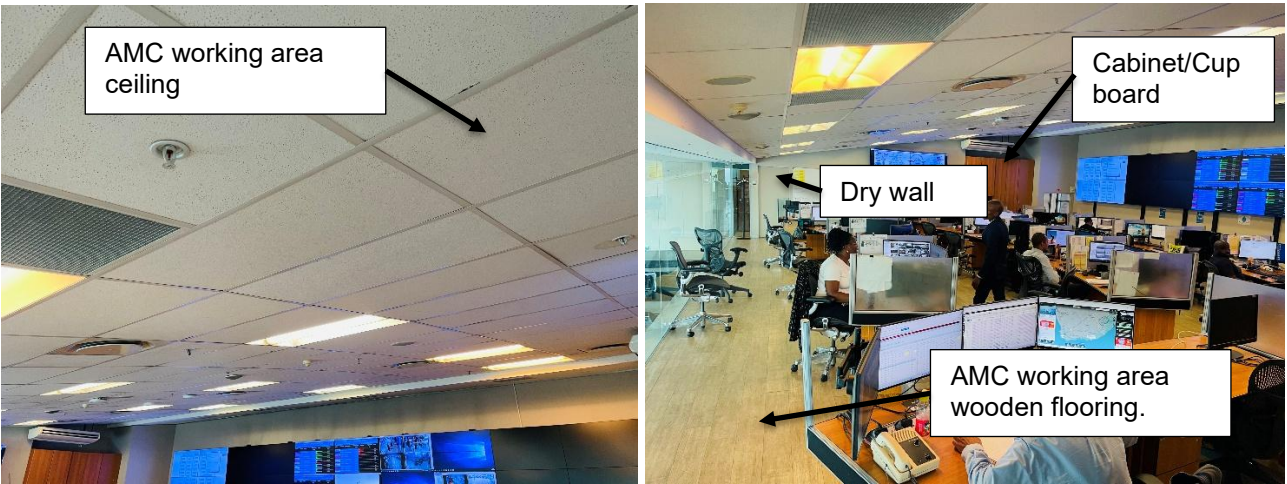
Figure 1: AMC kitchen area



Figure 2: Current sink and hydro boiler location



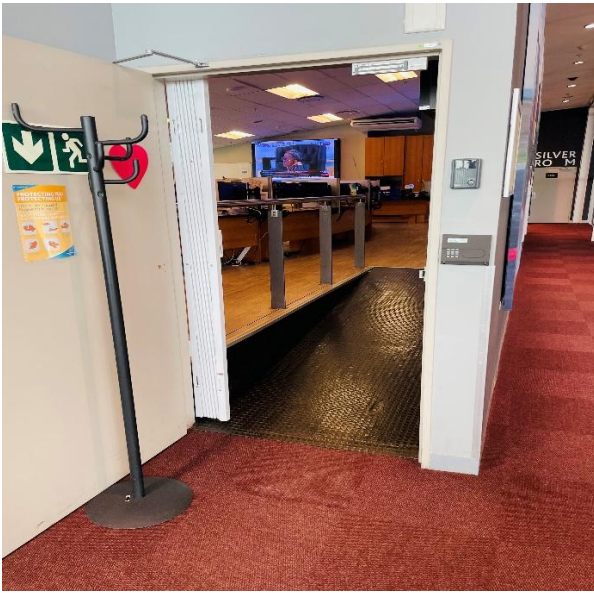
4.2 AMC working area

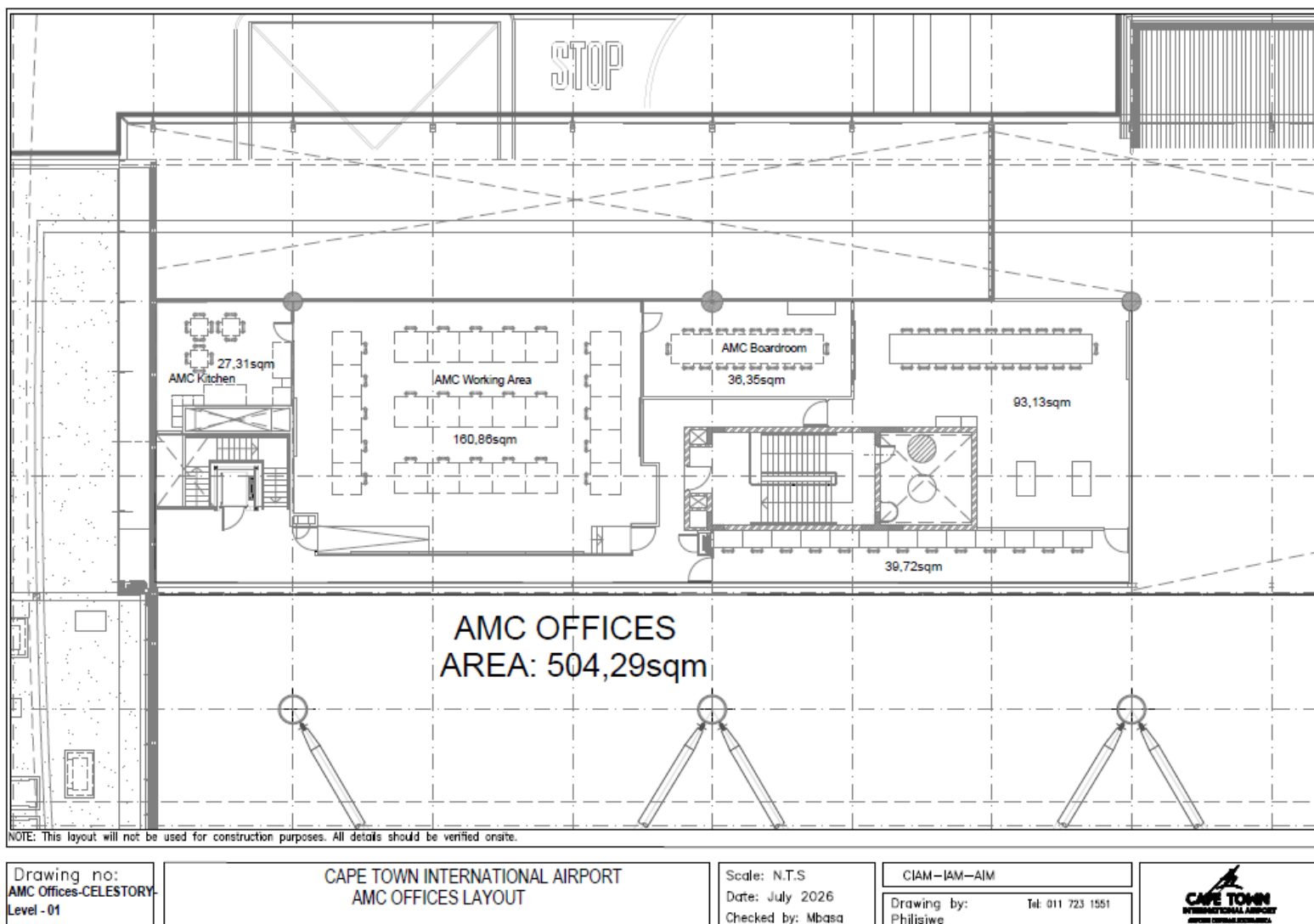


4.3 AMC boardroom



4.4 AMC entrance



4.5 AMC Drawing Layouts**5. ACSA Environmental Work Instruction****Scope**

This Environmental Work Instruction (EWI) is intended for all ACSA service and maintenance contractors whose activities, products and services may produce a negative impact on the environment at ACSA operated airports.

Objective

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

Definitions and Abbreviations**ACSA**

Airports Company South Africa

ACSA AEMR

Airport Environmental Management Representative

Service & Maintenance Contractor

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

Procedure General

- 4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.
- 4.2 All new service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Determining Significant Environmental Aspects Procedure - T010 001M](#).
- 4.3 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.2 above. If training is required, it must be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.
- 4.4 The ACSA department responsible for appointing service or maintenance contractors must append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications – this will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors must sign this permit, a copy of which will be kept by both the responsible ACSA department and the contractor.
- 4.5 The contractor's representative must ensure the conditions set out in this permit, along with ACSA's Environmental Policy are communicated to, comprehended and implemented by all contractor staff.
- 4.6 All ACSA departments making use of contractors shall keep an up-to-date register of contractors on site. This register will include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.
- 4.7 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

Roles and Responsibilities

Issues	Responsible Person	Alternate
--------	--------------------	-----------

Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airport Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this operational procedure	ACSA Safety Manager/ ACSA ARFFS Manage/ ACSA HOD: SHE ACSA AEMR	Relevant designated person shall assume responsibility

Verification

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

Non Conformance

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

References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M
ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
ACSA Document Control Procedure - Z001 006M
ACSA Record Keeping Requirements Procedure - Z001 008M
ACSA Airfield Standard Operating Procedure Manual
ACSA EMS Procedure EMS Audit - T030 002M

Change Control

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

Records

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

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

11. Endorsement

Activity	Name	Signature	Date
Prepared by	ACSA Building and Facilities Maintenance: Mbasu Neka		
Supported by	ACSA Building and Facilities Manager: Gareth Muedi		
Approval	CTIA Senior Maintenance Manager: Sefako Makolo		
Authorisation	Acting Regional General Manager (Cluster 2): Thabo Phateng		

ACSA Service & Maintenance Contractors
Environmental Terms and Conditions to Commence Work - EMS 048

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

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

Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, [Manager] of [Company]

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

Signed: _____ on this date: Upon signature of the contract by the Employer/ ACSA

at: Cape Town International Airport.

AIRPORTS COMPANY SOUTH AFRICA ENVIRONMENTAL MANAGEMENT SYSTEM POLICY STATEMENT

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

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

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

The scope of the Environmental Management System extends to all Airports Company South Africa buildings, infrastructure and geographical areas within which Airports Company South Africa operates its aeronautical business. Airports Company South Africa managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management on an annual basis and made available to any interested parties on request.

Signed:

Date: 25 October 2010

Issue No.: 5

Managing Director: Airports Company South Africa

6. ACSA Contractors OHS Specifications (Version 3, 24th July 2008)

1. SCOPE

This Specification is intended for all ACSA Service Providers and Contractors to ACSA Cape Town International Airport.

2. OBJECTIVE

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

3. DEFINITIONS

Client means any person for whom construction work is performed.

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

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

Construction work means any work in connection with

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

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

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

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

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

Hazard means a source of or exposure to danger

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

Risk assessment is an activity conducted by competent person which includes

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

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

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

4. NOTIFICATION OF CONSTRUCTION

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

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

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

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

6. MANDATORY AGREEMENT FORM

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

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

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

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Work Supervisor
- (c) Assistant Construction Work Supervisor
- (d) Full-time or part-time Construction Safety Officer
- (e) Scaffolding Erector
- (f) Scaffolding Inspector
- (g) Excavation Supervisor
- (h) Explosive Powered Tool Supervisor
- (i) Fire Equipment Supervisor
- (j) Portable Electrical Equipment Supervisor
- (k) Ladder Supervisor
- (l) Personal Protective Equipment Supervisor
- (m) Electrical Supervisor
- (n) Lifting Machine Supervisor
- (o) Lifting Tackle Supervisor
- (p) Stacking and Housekeeping Supervisor
- (q) Workshop and Plant Supervisor
- (r) Oxy-acetylene Gas Cutting/Welding Supervisor
- (s) Safety Representatives
- (t) Competent Person in Risk Assessment
- (u) Hazardous chemical substances Controller/Co-ordinator
- (v) First Aider

- (w) Incident Investigator
- (x) Formwork and Support work Supervisor
- (y) Batch Plant Operator
- (z) Demolition work supervisor
- (aa) Fall protection developer/planner
- (bb) Blasting supervisor (supervision of explosives workplace (ER 12)
- (cc) Competent person in Confined Space entry

8. HEALTH AND SAFETY PLAN

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

8.1 Contractor's Health & Safety Policy

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

8.2 Health and Safety Organogram

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

8.3 Risk assessment

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

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

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

8.4 Fall Protection Plan

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

contractor shall ensure that employees working from elevated positions receive proper training and such records are kept on file for reference purposes.

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

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

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

8.5 Health and Safety Representatives

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

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

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

8.6 Health and Safety Committee

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

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

8.7 HEALTH & SAFETY TRAINING

ENVIRONMENTAL HEALTH & SAFETY INDUCTION

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

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

INDUCTION CONDUCTED BY CONTRACTOR & COMPETENT PERSON

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

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

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

As determined by the risk assessment, a contractor shall ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

Toolbox Talks

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

First Aid Training

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

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

8.8 Fire prevention and Protection

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

8.9 EMERGENCY PREPAREDNESS

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

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

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

8.10 Incidents/Accidents Reporting and Investigation

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

8.11 Personal Protective Clothing/Equipment

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

9. GENERAL ADMINISTRATIVE HEALTH & SAFETY REQUIREMENTS

9.1 Roof Work

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

9.2 Structure

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

9.3 Designer

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

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

9.4 Scaffolding Erection/Dismantling

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

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

9.5 Excavation Work

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

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

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

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

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

9.6 Demolition Work

A contractor shall ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 12 of OHS Act 85/1993.

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

9.7 Explosive Power Tools

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

9.8 Portable Electrical Tools and Electrical Installation

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

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

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

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

9.9 Lifting Equipment, Tackle, Material Hoist & Cranes

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

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

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

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

9.10 Ladders

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

9.11 Storage of Flammable Liquids

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

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

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

9.12 Vessels under Pressure

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

9.13 Employees exposed to excessive noise

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

9.14 Stacking and Storage

A contractor shall ensure a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment shall be provided prior commencement of construction work. A contractor shall ensure that stacking is conducted under supervision and good housekeeping is maintained at all times

9.15 Ablutions/Changing/Eating Facility

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

9.16 Housekeeping on Sites

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

9.17 Public Safety & Security

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

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

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

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

9.18 Night Work

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

9.19 Hot Work

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

9.20 Construction Vehicles

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

9.21 Hired Plant and Machinery

A contractor shall ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. A contractor shall ensure that such plant or machinery complies with the requirements of the Occupational Health & Safety Act. A contractor shall ensure that hired operators receive induction prior commencement of work. A contractor shall ensure that hired operators have proof of competency. A Contractor shall provide information on a procedures to be followed in the case of:

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

9.22 Road Construction Work

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

9.23 Edge protection and penetration

A contractor shall ensure that all exposed edges and floor openings are guarded and demarcated at all times until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface. The Principal contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

9.24 Cantilevered loading platforms

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

9.25 Formwork and support work

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

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

9.26 Suspended platforms

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

9.27 Batch Plants

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

9.28 Confined Space entry

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

10. OCCUPATIONAL HEALTH MEDICAL SERVICES

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

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

11. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

A contractor shall ensure that no person is allowed on site who appears to be under the influence of intoxicating liquor or drugs. A contractor shall encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person shall be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace. No dangerous or firearms allowed on construction site.

13. INTERNAL/EXTERNAL AUDITS

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

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

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

14. PENALTIES

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

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

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

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

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

I, [Manager] of [Company]

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

Signed: _____ on this date: Upon signature of the contract by the Employer/ ACSA

at: Cape Town International Airport.

7. Mandatory OSH Form 37(2)

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa Cape Town International Airports Company South Africa 7525

Hereinafter referred to as "Employer"

Name of organisation: [Company]
Physical Address [Status]

Hereinafter referred to as "the Mandatory"

MANDATORY'S MAIN SCOPE OF WORK

Refurbishment of the AMC at Cape Town International Airport for 6 Months

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

The successful bidder must provide proof of insurance for the insurances listed under paragraph 1.6 a), and b) in the attached annexure A.

Proof of insurance must be submitted before the work starts.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Employer's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Employer's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Employer.
3. The Mandatory shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatory shall ensure that a risk assessment is performed by a competent person before commencement of any work in the Employers premises. A risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatory shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Sub-contractor on the Employer's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Department of Labour as well as to the Employer.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Employer if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

Mandatary – WCA/Federated Employers Mutual No [Company Address]

Expiry date

contract by the Employer/ ACSA
SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

Upon signature of the
DATE

AIRPORTS COMPANY SOUTH AFRICA
PROJECT AND CONTRACT TITLE

PURCHASE ORDER NUMBER _____

contract by the Employer/ ACSA
SIGNATURE ON BEHALF OF THE EMPLOYER
AIRPORT COMPANY SOUTH AFRICA

Upon signature of the
DATE

ANNEXURES:

Annexure A: Insurance clauses for landside construction contracts where the awarded contract value does not exceed R150 Million, and the construction period does not exceed 36 months, and the defects liability period does not exceed 24 months.