



AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

TITLE OF PROJECT: DEPARTURE LOUNGE EXPANSION

PROJECT No: 4774

SCM REFERENCE NUMBER:

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Phalo Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: (_____))

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

PROJECT No: 4774

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE
DEPARTURE LOUNGE EXPANSION AT KING PHALO AIRPORT**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
Part C4 Site Information	[•]
Part C5 Annexures	[•]

PART C1: AGREEMENTS & CONTRACT DATA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

PROJECT No: 4774

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE
DEPARTURE LOUNGE EXPANSION AT KING PHALO AIRPORT**

Contents:	No of pages
C1.1 Form of Offer & Acceptance	[•]
C1.2 Contract Data	[•]
C1.3 Occupational Health and Safety Agreement	[•]
C1.4 ACSA Insurance Clauses	[•]
C1.5 Pro Forma Performance Bond	[•]

C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1.1 Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Multi-Disciplinary Built Environment Professional Team for the Departure Lounge Expansion at King Phalo Airport.**

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

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

DISCIPLINE TENDERED: _____

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)
.....Rands;

(in figures) **R**.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

C1.1.2 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 **Consultant** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information
Part C5	Annexures

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five (5) 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

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

.....
.....
.....
.....
.....
Date

C1.1.3 Schedule of Deviations

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

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

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

For the Employer

For the Bidder

Signature (s)

.....

Name (s)

.....

Capacity

.....

Name and Address **Airports Company South Africa**
SOC Limited
First floor ACSA admin offices,
No.66 Settlers Way,
King Phalo Airport,
East London,
5201

Name & Signature of witness *(Insert name and address of organisation)*

(Insert name and address of organisation)

Date

.....

Part C1.2a Contract Data

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

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

Part one – Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	G: Term Contract
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X7: Delay damages X9: Transfer of rights X10: Employer’s Agent X11: Termination by the Employer X13: Performance bond X18: Limitation of liability Z: Additional conditions of contract
		of the NEC3 Engineering and Construction Contract, April 2013

The *project stages* are:

Project progress phases		Key deliverable at end of stage as described in the Scope and accepted by the Employer
No	Description	
1	Stage 1: Initiation & Briefing	Refer to the Scope of works (Part C3)
2	Stage 2: Concept & Viability	
3	Stage 3: Design Development	
4	Stage 4: Documentation & Procurement	
5	Stage 5: Construction/ Implementation	
6	Stage 6: Close out	

10.1 The *Employer* is (Name) Airports Company South Africa SOC Limited,
King Phalo Airport

Address Airports Company South Africa SOC Limited
First floor ACSA admin offices,
No.66 Settlers Way,
King Phalo Airport,
East London,
5201

Telephone: +27 43 706 0306

Fax: +27 43 706 0313

Email: TBC

11.2(9) The services are For the Multi-Disciplinary Built Environment Professional Team for the Departure Lounge Expansion at King Phalo Airport

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

- Availability of as-built drawings/ information
- Access to site
- Site constraints and constructability
- Statutory requirements and approvals
- Financial and Procurement

11.2(11) The *Scope* is in the document called Part C3: Scope of Work

12.2 The *law of the contract* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The *language of this contract* is English

13.3 The *period of reply* is Seven (7) days

13.6 The *period of retention* is 10 years following Completion or earlier termination of a contract

2 The Parties' main responsibilities

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

	Access to	Access date
1	Any Information available	Upon contract award
2		

3 Time

30.1 The *starting date* is Upon signing of contract by ACSA and release of the Purchase Order

30.2 The *completion date* is Is 48 Months (incl. 12 months defects liability period) from starting date

31.1 The *Consultant* submits a first (preliminary) programme by Two (2) weeks of contract award

32.2 The *Consultant* submits revised programmes at intervals no longer than Four (4) weeks

4 Quality

40.2 The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.

41.2 The *defects date* is 52 weeks after Completion of the whole of the *services*

43.2 The *defects correction period* is Two (2) weeks

5	Payment	
50.1	The <i>assessment interval</i> is	Every four (4) weeks, on the 25 th day of each successive month
50.3	Amounts retained from the <i>Consultant</i>	10% of total price up to a maximum of R150 000 (excl. VAT)
51.1	The period within which payment is made is	Four to six 4 weeks after the receipt of a compliant tax invoice
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.5	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank as determined from time to time
6	Compensation events	No data required for this section of the <i>conditions of contract</i> .
7	Rights to material	No data required for this section of the <i>conditions of contract</i>
8	Indemnity, insurance and liability	
81.1	The <i>Consultant</i> provides the insurance stated in	The Insurance Clauses which are attached at the end of the Contract Data. The insurances are in the joint names of the party/parties in the case of a JV and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	Termination	In addition, refer to Secondary Clause X11
10	Data for Main Options	

G	Term Contract	As defined by activities to complete each project stage successfully.
21.4	Total <i>Time Charge</i>	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the <i>Employer</i> at intervals no longer than (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
X7.1	Delay damages for late completion of each section of the services are	Amount per week is 1% up to a maximum of 10% total value of the Professional fees
X10	The <i>Employer's Agent</i>	

X10.1 The *Employer's Agent* is Name: TBC
Address: TBC
The authority of the *Employer's Agent* is to act on behalf of the *Employer* with the authority set out in the Contract Data

X11 Termination by *Employer*

X11.1 The *Employer* may Terminate the *Consultant's* obligation to Provide the services for a reason not stated in this contract by notifying the *Consultant*

X18 Limitation of Liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue

X18.2 For any one event, the *Consultant's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to The total of the Prices

X18.3 The *Consultant's* total liability to the *Employer* for defects due to his design which are not listed on the Defects Certificate is limited to The total of the Prices

X18.4	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The <i>Consultant's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices that applies in the contract, or delict and otherwise to the extent allowed under the law of the contract.
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The excluded matters are amounts payable by the *Consultant* as stated in this contract for

- Loss of or damage to the *Employer's* property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the *Consultant's* risks
- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person;
- damage to third party property; and
- infringement of an intellectual property right

X18.5	The <i>end of liability</i> date is	52 weeks after Completion of the whole of the <i>services</i>
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Z ADDITIONAL CONDITIONS OF CONTRACT

Z1 Estimation of fees

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

Z2 **Tax invoices**

The *Consultant's* invoice.

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

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

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

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

Each payment is made by the *Employer* within four (4) weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z3 **Communications and Notices**

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

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

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

Z4 **Appointment of the Adjudicator**

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

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

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 ryneke@duma.nokwe.co.za
Mr. Emeka Obugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z4.1 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 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 ryneke@duma.nokwe.co.za
Mr. Emeka Obugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z5 **Interpretation of the law**

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

Z6 **Providing the Works: Delete core clause 20.1 and replace with the following:**

The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

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

Z7.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z7.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z7.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z8 Termination

Z8.1 **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z9 Cession, delegation and assignment

Z9.1 The *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld.

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

Z10 Ethics

Z10.1 The *Consultant* undertakes:

Z10.1.1 not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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

Z10.1.3 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.1.4 If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.

Z11. **Confidentiality**

Z11.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time).

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z11.5 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

Z12. **Employer's Step-in rights**

Z12.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z12.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z13 **Intellectual Property**

Z13.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z13.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z13.3 The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

Z13.4 The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z13.4.1 the *Consultant's* design, manufacture, construction or execution of the Works;

Z13.4.2 the use of the *Consultant's* Equipment, or

Z13.4.3 the proper use of the Works.

Z13.5 The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z14 **Dispute resolution: The following amendments are made to Option W1:**

Z14.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.

Z14.2 **The following clauses are added at the end of clause W1.3:**

Z14.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”

Z14.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration.”

Z15 The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to 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 **Liens and Encumbrances**

Z16.1 The *Consultant* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Consultant, 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 Sub-Consultants similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time

Z17 **Performance Bond**

Z17.1 **Amend the first sentence of clause X13.1 to read as follows:** The Consultant gives the Employer an unconditional, on-demand performance bond, provided by a bank or insurer which the Project Manager and the Employer have accepted, for the amount stated in the Contract Data and in the form set out in **Part C1.5** of this Contract Data.

Z17.2 **Add the following new clause as Option X13.2:** The *Consultant ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Consultant* extends the validity of the performance bond until the end of the *contract period*. If the *Consultant* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z18 **Other responsibilities: add the following at the end of core clause 27:**

Z18.1 *The Consultant shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.*

Z18.2 *The Consultant shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Consultant at the Consultant's own costs.*

Part C1.2b Contract Data

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

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

Part two – Data provided by the *Consultant*

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address: Tel No.: Fax No.: Email:	
22.1	The <i>Consultant's</i> key persons are: Name: Job: Responsibilities: Qualifications: Experience:	

Name:

Job:

Responsibilities:

Qualifications:

Experience:

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

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

-

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

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

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

31.1 The programme identified in the Contract Data is Contained in the Returnable Documents

G Term contract

11.2(14) The *activity schedule* is in the Pricing Data

C1.3: ACSA Insurance Clauses

INSURANCE CLAUSES FOR CAPEX PROJECTS

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points; and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

Airside refers to:

- The Apron / manoeuvring areas; and
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.
- Fuel Farm Area

SECTION B: INSURANCE CLAUSES

Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award.
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award.
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope.
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider.

The estimate of the construction project is R148m excl. VAT.

C1.4 Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee if applicable for the contract)

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Consultant] required in terms of contract [insert Consultant’s contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	“Bank” means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	“Bank’s Address” means	[Insert physical address of Bank]
1.3	“Contract” means	the written agreement relating to the Services, entered into between the Employer and the Consultant, on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	“Consultant” means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	“Employer” means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	“Expiry Date” means	the earlier of <ul style="list-style-type: none"> • the date that the Bank receives a notice from the Employer stating that all amounts due from the Consultant as certified in terms of the contract have been received by the Employer and that the Consultant has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	“Guaranteed Sum” means	the sum of R[●], ([●] Rand)
1.8	“Services” means	[●]

2. At the instance of the Consultant, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Consultant of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

- be signed on behalf of the Employer by a director of the Employer;
- state the amount claimed (“the Demand Amount”);
- state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank’s obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank’s obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Consultant.

6. The Employer shall be entitled to arrange its affairs with the Consultant in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Consultant or any variation under or to the contract.

7. Should the Employer cede its rights against the Consultant to a third party where such cession is permitted under the Contract, the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee or written assignment to the Bank of such cession.

8. This Guarantee:

- shall expire on the Expiry Date until such time it is irrevocable;
- is, save as provided for in 7 above, non-assignable to the Employer and is neither negotiable nor transferable;
- shall be returned to the Bank upon the receipt of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid asset for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises in connection with this Guarantee is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART C2: PRICING DATA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

PROJECT No: 4774

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE
DEPARTURE LOUNGE EXPANSION AT KING PHALO AIRPORT**

Contents:	No of pages
C2.1 Pricing Instructions	[•]
C2.2 Pricing Schedule	[•]
C2.3 Summary of Pricing Schedule	[•]

C2: Pricing Data

C2.1 Pricing Instructions

C2.1.1 The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Pricing Schedule. Since short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details.

C2.1.2 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the Scope of Works.

Quantity: The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.

Rate: The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

Provisional Sum: An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

Prime Cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision, and liability costs in providing the item or services.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, expenses/ liabilities, incidentals, bonuses, all general risks, obligations, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract

C2.1.4 The fee for services rendered will be the standard fees and stages as per the (whichever is applicable):

ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021.

Guidelines for Professional fees in terms of Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42697 of 13 September 2019.

Guidelines for Professional fees in terms of Quantity Surveying Profession Professions Act, 2000, Act 49 as amended by Government Gazette 39134 of 28 August 2015.

Guidelines for Professional fees in terms of Professional Construction Health and Safety Agent. Professions Act, 2000, Act 48 as amended by Government Gazette 42697 of 13 September 2019.

Guidelines for Professional fees in terms of Section 34 (2) of the Architectural Profession Act, 2000, Act 44 as amended by Government Gazette 49108 of 11 August 2023.

C2.1.5 The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract, unless agreed prior with Employer.

C2.1.6 Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Pricing Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Pricing Schedule shall be agreed and priced as non-scheduled items following the guidelines of the registration body as listed in C2.1.4 above.

C2.1.7 Disbursements cost will be paid pro-rata (i.e. to cover the listed payments below namely):

- Travelling (except for on-site travelling for the full-time site team) and accommodation (except for the full-time site team).
- Printing and special printing requirements.
- Handling costs.

A disbursement plan will have to be submitted by the Service Provider. Since the disbursements costs are tendered (as a percentage of the fees) by the Service Provider, the risk will lie with the Service Provider if it is insufficient.

C2.1.8 Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates for the site staff.

C2.1.9 All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.

C2.1.10 No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.

C2.1.11 Consultant Fees will only be adjusted upon the decrease of the construction value by 5% or the increase in the construction value by more than 10%. The adjustment of the fees will take place at the following intervals:

- a. Upon receipt of the Investment Decision with the Approval of the Stage 3 Report. There will be no adjustments if an investment decision is not taken or if a termination occurs before the end of stage 3.
- b. Upon the appointment of the contractor/s and deviation of the construction value.
- c. At project close out i.e. once the final estimate to completion is known.

C2.1.12 Retention of monies shall be 10% of the total price for completed works upto a maximum of R150 000 (excluding VAT). Such retention monies shall be released by the Employer as follows:

- a. 60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.
- b. 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.

C2.1.13 No advance payments will be made. All team members should complete their respective scope of works before any of the team members are paid.

In the design phase (Stage 1 to 3), including Stage 4:

- a. 70% of the fees per stage will be paid upon submission of the draft reports.
- b. The remaining 30% will only be paid upon the submission of the final report with the given comments being actioned and the reports being approved.

During the construction phase:

- a. At this stage a pro-rata fee will be made throughout the construction period.

C2.1.14 The **project is split into 7 packages** (i.e. namely in terms of disciplines) **Only price for the pricing schedule applicable to your package**. All **7 packages will be evaluated separately and thus appointments made separately**. The team has to be able to work with multiple disciplines from multiple companies and collaborate to ensure the success of the project. The Project Manager will manage all appointed companies.

C2.2 Pricing Schedule

Remuneration for Professional Services

The Tenderer is expected to provide a team of Representatives who are suitably qualified and competent to carry out the duties as outlined in the Scope of work, Part C3.

N.B Refer to Excel file for the pricing schedule. Pricing to be done using the excel file per discipline.

Note to tenderer: How to use the pricing schedule:

- Only Populate yellow cells.
- Use the item numbers to reference with the scope of works (Part C3) for each item.
- Only price for the Discipline you are tendering for.

C2.3 Summary of Pricing Schedule

N.B Refer to Excel file for the summary of the pricing schedule. The summation of the pricing will be done automatically.

*Use the final amount as the offer under the “**form of offer**”.*

Refer to EXCEL file

PART C3: SCOPE OF WORKS

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

PROJECT No: 4774

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE
DEPARTURE LOUNGE EXPANSION AT KING PHALO AIRPORT**

Contents:	No of pages
C3.1 Description of Services	[•]
C3.2 Constraint on how the Consultant provides the services	[•]
C3.3 Specification and Description of the Services	[•]
C3.4 Discipline related scope of works	[•]

C3 Scope of Works

C3.1 Description of the services

C3.1.1 Executive overview

The project is located at King Phalo Airport. The envisaged scope of works entails the expansion of the departure lounge facility at King Phalo Airport. The goal of the project or expansion is to capacitate the departures processors and holding facilities to accommodate a design peak of 600 passengers including the required supporting passenger amenities and facilities (vertical circulation, ablutions, ambiance, commercial, wayfinding etc.).

C3.1.2 Objectives

The objectives of the project are the following:

- To provide sufficient departures terminal capacity (security, public and airline lounge, check-in, departure concourse and gates).
- To enhance non-aeronautical revenues by providing adequate commercial facilities such as retail, food and beverage and advertising facilities.
- To improve the overall passenger level of service and provide related passenger amenities.
- Ensure flexibility in development and operations to meet changing demands over the time.
- To integrate the new build terminal areas with the old, creating one seamless airport experience.
- To enhance the corporate identity of the company and be reflective of the region in which the airport is based.
- Prepare a detailed cost breakdown for the project, an indicative construction program.
- Assist in the preparation of the Contractors procurement documents together with the schedule of quantities, technical specifications, and drawings.
- Contract administration and full-time site supervision.
- Provision of construction drawings.

The implementation of this project will follow the ECSA stages as shown below:

- Stage 1: Inception (**Review and Amend**)
- Stage 2: Preliminary Design (**Review, Amend and Rework**)
- Stage 3: Detailed Design
- Stage 4: Documentation and Procurement
- Stage 5: Contract Administration
- Stage 6: Close out

The first phase of the appointment is for the professional team to provide services until project Stage 3. It is at this important junction that ACSA via the Executive Sponsor will receive the investment decision for the project. The receipt thereof (and notification to commence) will trigger the second phase. The second phase being for the professional team to commence with ECSA Stage 4: Tender preparation, procurement of the construction team and to monitor and manage the construction team until project close-out. This implies that upon completion of Stage 3, the contract automatically suspends pending an investment

decision by the Employer. Construction monitoring level 3 for the expansion project at King Phalo Airport as per the Guidelines for scope of services and Tariff of Fees Guideline in respect of services rendered by persons registered in terms of the various disciplines. **Stage 1 and Stage 2 have previously been completed, however, since there are changes to the scope these will have to be reviewed and amended or updated to meet the requirements of the new scope.**

C3.1.3 Interpretation and terminology

Abbreviation Meaning

ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professions
SACQSP	South African Council for the Quantity Surveying Profession
SACAP	South African Council for the Architectural Profession
Pr Eng	Professional Engineer
Pr Tech Eng	Professional Engineering Technologist
Pr CHSA	Professional Construction Health and Safety Agent
Pr QS	Professional Quantity Surveyor
Pr CPM	Professional Construction Project Manager
Pr Arch	Professional Architect

C3.1.4 Detailed Scope

The goal of the expansion is to capacitate the departures processors and holding facilities to accommodate a design peak of 600 PHP. In achieving this, the design scope must also make provision for the following aspects:

- Passenger Self-service Integration (Bag drop check-in, security boarding readers/gates and e-gates)
- Provision of public address/ FIDS boards, CCTV, access control, Wi-Fi, 2D barcode scanning and IP telephony
- Optimization of commercial activity (offices, new business lounges, VIP lounge, food and beverage, retail, and advertising)
- The introduction of sustainability or green building elements
- Future proofing for new security equipment
- Green spaces and landscaping
- Integration of new terminal with the old or existing terminal
- Furnishings & finishes
- Use of natural light
- Legibility and intuitive wayfinding
- Sense of place (regionalization) & theming
- Universal Design & Accessibility
- Passenger Amenities (kid's playrooms, charging points, baby change facilities, prayer rooms, viewing deck, clocks)

- Expanded Clinic
- Related electrical, mechanical, HVAC, sewer, water, and stormwater requirements.

The appointed service provider will be given the designs (i.e. Sage 1 and Stage 2) from the previously deferred project to use as a basis for this project. The project requirement has changed from 500 peak hour passengers to 600 peak hour passengers which changed some of the requirements and included the expansion of the clinic, which was not part of the previous project. The arrival areas are excluded from this project; the design team is however expected to ensure that the proposed finishes are suitable for the arrival areas, if a project to expand those facility is to be undertaken.

C3.2 Constraints on how the Consultant provides the services

C3.2.1 Management Meetings

Attendance is required for regular meetings, including (but not limited to) progress, design, cost review, risk review, project board and project management meetings which will be scheduled during the life of the projects appointed for.

All reports relevant to the projects, including but not limited to the design reports, monthly progress reports, ad-hoc reports and close out report will be submitted on set project calendar dates or as and when required by the Employer.

It is envisaged that during the Project Implantation the following meetings and attendance (but not limited to) will be required:

- Management Meetings: During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the service provider may be expected to attend fortnightly Project Board management meetings and progress meetings with the Employer.
- Project Board Meetings
- Design Development Meetings
- The service provider shall be required to attend design development and technical review meetings with the design team and designated representatives of the Employer. These meetings will be structured to gain final approval of the Employer for all design aspects of this work.
- Site/Technical Meetings
- During the Contract Administration and Inspection stage of this project, the service provider shall attend all site meetings with the Employer and contractor present.
- Ad-hoc Meetings: The service provide will be expected to attend ad hoc meetings from time to time, with the Employer, Stakeholder Groups, and other relevant Stakeholders to address specific issues as and when the need arises.
- General: The service provider shall be represented at all meetings by the lead-built environment professional or a senior member of staff (with the approval of the ACSA PM).

Such meetings may be held fortnightly or at other intervals as required by the Employer. The Service Provider records these meetings and issues detailed minutes within 1 week. The Service Provider also have to attend informal weekly meetings on Site as required by the Employer and/or the Contractor which all the key persons must avail themselves. On average about four (4) meetings are foreseen per month.

C3.2.2 Consultants Key persons

The minimum registration and requirements for the service provider personnel shall be as indicated on the table below.

Minimum Requirements of key persons

Key persons/ Position	Minimum Registration	Minimum Relevant Experience
Engineers (Civil, Structural, Electrical, Mechanical, and Electronic)	Pr Eng ¹	<i>Refer to RFP document.</i>
Engineer (Fire)	Pr Eng/ Pr Tech Eng ¹	
Quantity Surveyor	Pr QS ²	
Construction Project Manager	Pr CPM ³	
Construction Health and Safety Agent	Pr CHSA ³	
Architect	Pr Arch ⁴	Minimum of three (3) similar projects completed as an RE above R50m construction value each. >8 years
Resident Engineers ⁵	Pr Eng/ Pr Tech Eng ¹	
Environmental Assessment Practitioner (EAP)	<i>Refer to requirements below.</i>	
Assistant Resident Engineers	Candidate Engineer/ Engineering Technologist ¹	
Project Liaison Officer (PLO)	<i>Requirements to be confirmed at Stage 5 based on market analysis of the area.</i>	
Commercial Specialist	<i>Have three (3) similar or relevant projects completed.</i>	

¹ Registered with the Engineering Council of South Africa (ECSA) as either a Professional Engineer (Pr Eng) or a Professional Engineering Technologist (Pr Tech Eng).

² Registered with the South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor (Pr QS).

³ Registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Project Manager (Pr CPM).

⁴ Registered with the South African Council for Architectural Profession (SACAP) as a Professional Architect (Pr Arch).

⁵ The Resident Engineer meeting the requirements as per the table above will have to be proposed during Stage 4, prior to concluding the stage.

Environmental Assessment Practitioner (EAP)

Role: An environmental practitioner to undertake an environmental screening assessment at KSIA for the Departure Lounge Expansion. The appointed EAP will also be required to oversee environmental compliance during the project until project completion phase, which includes monthly site inspections and quarterly environmental audits are also undertaken by EAP. A detailed methodology (including screening process, timelines, limitations, audit plan, communication with competent authorities) is required as a returnable document in terms of how the work will be carried out.

Mandatory Requirements

1. *Qualifications:* BSc degree (Environmental Science, Environmental Management, or equivalent).
2. *Registration:* Must be registered with Environmental Assessment Practitioners Association of South Africa (EAPASA)
3. *Experience:* Minimum of three (3) years working experience in environmental management.

The Service Provider must promptly inform the Employer in writing of any revision or alteration or replacement of key personnel, subject to core clause 22.1 of this contract (NEC PSC). Should it become necessary to replace any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and meet the experience, who satisfies the minimum requirements and then only with the written approval of the Employer.

The Employer may, having stated his reasons, instruct the Service Provider to remove any person engaged by the Consultant or any Subcontractor (whether or not an employee). The Consultant then arranges that, after one day, that person has no further connection with the work included in this contract. The Service Provider takes all necessary precautions to prevent any unlawful, riotous or disorderly conduct or behaviour by or among his and his Subcontractors employees, agents or invitees or any other person for whom the Service Provider is responsible whether under this contract or in law.

The Service Provider shall be required to provide a team on site to monitor and administer the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice. Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff, however, shall be subject to the approval of the Employer. For the envisaged scope of the Works, the supervisory team will consist of at least the following:

- i. Resident Engineer x3 (as per split of engineers)
- ii. Assistant Resident Engineer x3 (as per split of engineers)
- iii. Project Liaison Officer

C3.2.3 Documentation control and retention of documents

The Consultant takes due account of any comments made by the Employer and/or Others on the Consultants drawings or other documents. Unless otherwise expressly provided for in this contract, however, none of the Employer and/or Others is bound to comment on the Consultants drawings or other documents.

None of the Employer and/or Others is bound to check the Consultants drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer's and/or Others acceptance, receipt of, or review of, or comment on the Consultants drawings or other documents or other matter does not relieve the Consultant from responsibility for the Consultants errors or omissions.

All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

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

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

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

All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline. The retention of project documentation will have to follow the requirements as per the regulatory registration bodies in conjunction with the information stated in the agreement and contract data.

C3.2.4 Invoicing and payment

The Consultant team submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme,

detailed site diaries, inspection records, etc.) to substantiate the claim. The Employer's Representative issues a payment certificate for the amount which they have assessed by the 25th.

The Consultant thereafter submits the invoice with payment certificate attached to [Acsa Project Manager](#) by the 30th of the month. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60 day payment.

The Consultant ensures that the following are shown the claim and invoice:

- Employer's purchase order number.
- the contract and PO numbers and title; and
- the total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.

C3.2.5 Programme

The programme is submitted in Microsoft Project. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer. The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.

The Consultant allows for public holidays and weekends (as non-working days) in his programme and allows 4 weeks of float for each 12-month period. The programme will take cognisance of the legal requirements relating to working hours. The Consultant allows 1-week buffers strategically to facilitate project contingency to mitigate delays in project completion and/or delays to Others and/or delays to the Consultant.

Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined. Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.

The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:

- Dates for issue and acceptance of drawings.
- Dates for submission of all documents to internal and external stakeholders.

The Consultant submits to the Employer a schedule, within 4 weeks of the starting date and monthly thereafter, of all documents for acceptance. This schedule provides individual titles of drawings and calculations, and their proposed submittal dates, for requested in the Scope and as necessary for the review by the Employer means of compliance by the Consultant with all aspects of the requirements of this

contract. The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.

The Service Provider shall programme its duties in such a manner so as to complete the various stages/phases of the total project within the milestone dates specified below, as per the Employer's programme of milestones:

Task	End
Stage 1 Report (Inception)	17/12/2024
Stage 2 Report (Prelim)	31/03/2025
Stage 3 Report (Detailed)	23/06/2025
Stage 4 Documentation & Procurement	06/10/2025
Stage 5 Construction Administration	27/06/2027
Stage 6 Close out & hand over	24/10/2028

C3.2.6 Quality Control and Assurance

The Consultant must manage the project in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports and site administration. Consultants must be ISO 9001 compliant or have an equivalent in house quality management system to assure that Services comply with the Scope.

Within the period stated in the Contact Data, the Consultant submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the Employer. The manual includes pro-forma checklists for all requirements of the Consultants quality control and assurance program and those called for in the Scope.

Acceptance by the Employer of the Consultants quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the Consultant of his obligation to provide services which meet the requirements of the Contract.

C3.2.7 Compliance with Laws

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

C3.2.8 Compliance with Codes, Manuals & Standards

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

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines. Some of the standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- International Civil Aviation Organisation (ICAO) standards
- Standard Specification for Road and Bridge Works for South African Authorities (COTO /COLTO)
- NEC3/ JBCC
- SANS standards
- Current industry best practice

C3.2.9 Health and Safety

The Service Provider shall execute the duties of the Employer, as his appointed agent at all times, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993). The Consultant shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have “in-house” capacity to undertake such duties, an external recognized specialist shall be appointed. This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent as per C3.2.2.

The Service Provider shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phase and design in such a manner as to mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasised and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor by means of the baseline risk assessment as outlined above and envisaged in Construction Regulations 5(1)(a); (b) and (c).

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled, meaning that the Service Provider has to include amongst its permanent monitoring staff at least one appropriately trained member. In addition, the Service Provider must conduct monthly internal audits to ensure the site personnel are adhering to the statutory requirements. This audit must be conducted by a registered Professional Construction Health and Safety Agent. Furthermore, the Service Provider must, in compliance with Section 24 of the Occupational Health and Safety Act (Act 85 of 1993) report immediately to the Employer's Health and Safety Officer and the relevant project manager the details of a Section 24 incident, including confirmation that the construction contractor has similarly reported the same incident directly to the Department of Labour.

The Service Provider shall on award of the contract become the Client's Agent in terms of Construction Regulation 5(5), (6) and (7) of the Occupational Health and Safety Act, (Act 85 of 1993). The duties and responsibilities as the Client's Agent are as prescribed in Construction Regulation 5(7).

C3.2.10 Procurement

Any procurement will be conducted following ACSA's transformation framework and policy and procurement policy. This will be utilized to ensure transformation on the project. Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million and 90/10 for bids with the rand value above R50 million and the preferential point will be as per the table below:

Category	Specific Goals	Minimum Target	Score	
			20	10
Construction	51% owned by Black male and Black women and Black youth and People living with disabilities	30%	20	10
	51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)		15	8
	51% owned by Black male or Black women or Black youth or People living with disabilities		10	6
	Less than 51% owned by Black male, Black women, Black youth, People living with disabilities		5	4
	Other		0	0

If feasible, the tender shall require a minimum target sub-contracting (particularly for tenders/bids above R30 million) of 30% as per the Table above, to advance designated groups as stipulated below:

- entity which is at least 51% owned by black people.
- entity which is at least 51% owned by black people who are youth.
- entity which is at least 51% owned by black people who are women.
- entity which is at least 51% owned by black people with disabilities.

These requirements will be implemented subject to being the latest version of ACSA transformation framework or policy. The Service Provider must request ifr the latest policy prior to any procurement processes being undertaken.

These policy's must be read in conjunction with the following applicable legislation:

- Public Finance Management Act
- Preferential Procurement Policy Framework Act
- The Constitution of South Africa
- Broad-Based Black Economic Empowerment Act

C3.2.11 Order of Services

In those parts of the Services where interference is likely to occur between items being provided under this Contract and items provided by the Employer or by Others, work shall not be commenced until the Employer has given his acceptance.

C3.2.12 Methods of Working

The Consultant may execute the contract in accordance with his own standard work execution plans and procedures to the extent that they do not conflict with the provisions of this contract.

The Consultants methods of work are at all times such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk. Notwithstanding any omission from the Scope, the Services are performed and completed with skill and care expected of professionals in their respective disciplines.

C3.2.13 Change Control

The Consultant does not change or substitute a design which is required by this contract or has previously been accepted by the Employer unless the Employer has accepted the change or substitution. The Employer is under no obligation to accept the change or substitution and no claim will be considered if the change or substitution is not accepted.

C3.2.14 Notice Boards

The Consultant is permitted to display two notice boards advertising this contract on or near the Site or access points to the project area. The notices are of a form and in a position accepted by the Employer and include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the approval of the Employer.

C3.2.15 Document Submissions

The Consultant submits his drawings, designs and calculations for acceptance prior to the start of procurement, as required by the Employer. All such material becomes the property of the Employer.

All correspondence and submissions are prominently identified as relating to the Services and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures which will be advised by the Employer after the signing of the Contract. All documentation supplied by the Consultant to the Employer and/or Others in hard copy is also supplied in electronic format. Unless otherwise specified this is MicroStation or AutoCAD format for drawings and MS Office for all other documents.

The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.

The Consultant submits his drawings and other documents to the Employer and/or Others for acceptance in sufficient time to permit modifications to be made and for the document to be resubmitted for acceptance to the Employer without delaying the initial deliveries or the completion of the Services.

Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract. If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.

C3.2.16 Time Required for Acceptance of Designs & Calculations by the Employer

Not later than one month after receipt, the Employer returns one copy of the document marked "Accepted" "Accepted as Noted" or "Not Accepted", as may be appropriate.

The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.

C3.2.17 Reports on Disputed Work

For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.

C3.2.18 Additional Reports

The Employer is entitled to request the Consultant to provide additional reports when in his opinion they are warranted to monitor the progress of the Works.

C3.2.19 Working on the Employers property

It is the sole discretion of ACSA to adjust the quantity of work and amend, remove or add work as deemed necessary throughout the period of the appointment. The works are therefore not guaranteed, and the appointment is a non-exclusive appointment. The works related to this bid is restricted to airside work only and only individuals with appropriate knowledge and experience should be allowed to conduct the specified works. The reasons are to avoid misconduct, failure, substandard work and associated consequences which could adversely impede on the airside operations and associated safety at the ACSA airports.

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operations of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme. This work will be on the Airside area of the airport and the normal operations must be able to continue for the duration of the contract.

Please also refer to the Special Requirements for working at an Operational Airport.

C3.2.20 Provision of bonds and guarantees

If this is required, then refer to C1.2 Contract data and C1.4 for further information on this requirement.

C3.3 Specification and description of the services

The Scope of Services are the services listed as normal services from the approved Guideline Scope of Services and Tariff of Fees for Persons Registered in terms the relevant disciplines with the additional services described per discipline.

C3.3.1 Description of normal services

- ❖ Guidelines for Professional fees in terms of Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42697 of 13 September 2019. **Project Management Service and Lead Consultant**
- ❖ Guidelines for Professional fees in terms of Section 34 (2) of the Architectural Profession Act, 2000, Act 44 as amended by Government Gazette 49108 of 11 August 2023. **Architectural services**
- ❖ Guidelines for Professional fees in terms of Professional Construction Health and safety Agent. Professions Act, 2000, Act 48 as amended by Government Gazette 42697 of 13 September 2019. **Health and Safety Services**
- ❖ ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021. **Engineering Services (i.e. Civil; Structural; Mechanical; Fire; Electrical and Electronic)**
- ❖ Guidelines for Professional fees in terms of Quantity Surveying Profession Professions Act, 2000, Act 49 as amended by Government Gazette 39134 of 28 August 2015. **Quantity Surveying Services**

Or latest.

These must be read in conjunction with this document particularly Part C3.

C3.3.2 Additional Services per discipline

1. Project Management Service - Lead Consultant

- Tenant coordination services for ACSA and 3rd Party Tenant to facilitate and manage Tenant relocation (temporary & permanent), Fit outs, Furniture & Equipment reconciliations, Tenant Coordination and tenant installation approvals / sign off, occupancy certificate and works certification.

2. Architectural services

- Commercial Specialist services to undertake Commercial Study to inform retail mix and other commercial services.
- Acoustic Specialist.
- Building Information Modelling (BIM) Services
- As-Built Drawings (existing) verification and compilation.

3. Health and Safety Services

- N/A

4. Civil and Structural Engineering Services

- Geotechnical Investigations.
- Topographical, GPR Survey and Land Survey.
- As-Built Drawings verification and compilation.
- Level 3 Full Time Construction Monitoring.
- **Environmental Specialist** requirements:
 - Assist ACSA with verification of environmental studies required for the project in terms of analysis of applicable environmental triggers. Where environmental studies are not required, Environmental Specialist to provide screening and liaise with Environmental Authority and obtain letter of exemption for the project.
 - Where environmental studies are required, Specialist to proceed with scoping the studies / licenses and obtaining necessary approvals from the Environmental Authority on behalf of ACSA.
 - Compile and provide environmental management plan for the project, including pricing of the plan for inclusion in project budget estimates and BOQ's.

5. **Electrical and Electronic Engineering Services**

- Undertake ICT Scope Study and IT Service Integration for the terminal building (ACSA ICT requirements and 3rd Party requirements)
- As-Built Drawings verification and compilation.
- Building Information Modelling (BIM) Services.
- Level 3 Full Time Construction Monitoring for all electrical and electronic works.

6. **Mechanical and Fire Engineering services**

- In terms of the Rational Fire Design, obtaining Local Authority approvals and undertaking full process required for issuing of fire clearances certification.
- Building Information Modelling (BIM) Services
- As Built Drawing verification and compilation
- Level 3 Full Time Construction Monitoring for all mechanical and fire scope of works.

7. **Quantity Surveying Services**

The **Transformation Agent services** will be an additional service where the Quantity Surveyor must be resourced to carry out the responsibility of implementing ACSA's Transformation Imperatives / Strategy for the project and incorporation of relevant Policies and Legislative requirements that aims to generate growth and facilitates empowerment and opportunities for targeted enterprises. The strategy will be tailor made and is required to be project specific considering the particular set of requirements that the locality presents. It is not necessarily limited to any or all of the following:

- A. Implement ACSA's Transformation Strategy and other relevant Policies and Legislative requirements for the identified Project. The project aims to generate growth and facilitates empowerment and opportunity. The strategy is required to be Location or Site Specific to the George Airport and the local community within the Airport Precinct, where feasible.
- B. Submission of a Transformation Proposal (Contract Participation Goals of minimum 51%) for the contract in line with following BBB-EE pillars:
 - i. Equity
 - ii. Management control and employment equity
 - iii. Skills development
 - iv. Enterprise and supplier development
 - v. Socio economic development

- C. Set Targets for local labour work opportunities, local supplier development and training and maximize specific contract participation targets in line with (but not limited to):
- i. ACSA Transformation policy.
 - ii. ACSA TSS Transformation Policy.
 - iii. Available procedures.
 - iv. Stated targets.
 - v. CIBD guidelines
 - vi. BBBEE Act 53, As amended by BBBEE Amendment Act 46 of 2013.
 - vii. BBBEE codes of good practice (May 2015).
 - viii. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT,2000.
 - ix. PROCUREMENT REGULATIONS, 2017.
 - x. ISO 10845.
- D. The Transformation Agent will prioritise local content in specification with a 100% premium margin (subject to the Treasury, Department of Trade and Industry and SABS Standards Division guidelines/ practice notes in relation to local production and content) and local labour per following prioritisation order:
- i. 5km radius of the King Phalo airport.
 - ii. Eastern Cape.
 - iii. South Africa.
 - iv. SADC Region.
 - v. Africa.
 - vi. Other
- E. Rationalise packaging of construction contracts to create more opportunities for lower CIDB level contractors.
- F. Develop opportunities for designated groups to access contract participation by breaking the contract down into the full value chain and give specific weighting to priority elements.
- G. Provide full analysis that identifies the transformation needs, skill levels, local resource capacity, appropriate use of local technology and supplier capacity.

- H. Auditing, monitoring, evaluating and reporting on achievement targets through the various stages of construction.

C3.4 Project Manager

C3.4.1 Stage 1: Inception

(Defined as: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.)

- 1.1. Facilitate the development of a Clear Project Brief.
- 1.2. Establish the client's Procurement Policy for the Project.
- 1.3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities, and liabilities.
- 1.4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project.
- 1.5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project.
- 1.6. Prepare, co-ordinate and monitor a Project Initiation Programme.
- 1.7. Facilitate the preparation of the Preliminary Viability Assessment of the project.
- 1.8. Facilitate client approval of all Stage 1 documentation.

Deliverables typically include:

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

C3.4.2 Stage 2 Preliminary design (Concept and Viability)

(Defined as: Finalization of the project concept and feasibility.)

- 2.1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities, and liabilities.
- 2.2. Advise the client on the requirement to appoint a Health and Safety Consultant.
- 2.3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief.
- 2.4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.
- 2.5. Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- 2.6. Manage and monitor the preparation of the project costing by other consultants.
- 2.7. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme.
- 2.8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- 2.9. Facilitate client approval of all Stage 2 documentation.

Deliverables typically include:

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

C3.4.3 Stage 3 Detailed design (Design Development)

(Defined as: Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.)

- 3.1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2. Establish and co-ordinate the formal and informal communication structure, processes, and procedures for the design development of the project.
- 3.3. Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants.
- 3.4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.5. Conduct and record the appropriate planning, co-ordination, and management meetings.
- 3.6. Facilitate any input from the design consultants required by Construction Manager on constructability.
- 3.7. Facilitate any input from the design consultants required by Health and Safety consultant.
- 3.8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals.
- 3.9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.
- 3.11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance.
- 3.12. Facilitate and monitor the timeous technical co-ordination of the design by the design team.
- 3.13. Facilitate client approval of all Stage 3 documentation.

Deliverables typically include:

- Signed Consultant/Client Agreements
- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

C3.4.4 Stage 4 Documentation and procurement

(Defined as: The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.)

- 4.1. Select, recommend, and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants.
- 4.2. Prepare and agree the Project Procurement Programme.
- 4.3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- 4.4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project.
- 4.5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- 4.6. Advise the client, in conjunction with other consultants, on the appropriate insurance required for the implementation of the project.
- 4.7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget.
- 4.8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- 4.9. Facilitate client approval of the tender recommendation(s).

Deliverables typically include:

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s).

C3.4.5 Stage 5 Contract Administration and Inspection

(Defined as: The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.)

- 5.1. Appoint contractor(s) on behalf of the client including the finalization of all agreements.
- 5.2. Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all the contract requirements.
- 5.4. Monitor the ongoing projects insurance requirements.
- 5.5. Facilitate the handover of the site to the contractor.
- 5.6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 5.7. Regularly conduct and record the necessary site meetings.
- 5.8. Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 5.9. Regularly monitor the performance of the contractor against the Contract Programme.
- 5.10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- 5.11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.

- 5.12. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- 5.13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 5.14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors.
- 5.15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan.
- 5.16. Establish the construction information distribution procedures.
- 5.17. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- 5.18. Expedite, review, and monitor the timeous issue of construction information to the contractors.
- 5.19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- 5.20. Establish procedures for monitoring, controlling, and agreeing all scope and cost variations.
- 5.21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22. Monitor, review, approve and certify monthly progress payments.
- 5.23. Receive, review, and adjudicate any contractual claims.
- 5.24. Monitor the preparation the preparation of monthly cost reports by the cost consultants.
- 5.25. Monitor long lead items and off-site production by the contractors and suppliers.
- 5.26. Prepare monthly project reports including submission to the client.
- 5.27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 5.29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30. Monitor the execution by the contractors of the defective items to achieve Works Completion.
- 5.31. Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.

Deliverables typically include:

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports.
- Record of all meetings
- Certificates of Practical Completion.

C3.4.6 Stage 6 Close Out

(Defined as: The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.)

- 6.1. Issue the Works Completion Certificate
- 6.2. Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- 6.3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- 6.4. Manage and expedite the procurement of all statutory compliance certificates and documentation.
- 6.5. Manage the finalization of the Health and Safety File for submission to the Client.
- 6.6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 6.7. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- 6.8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- 6.9. Prepare and present Project Closeout Report.

Deliverables typically include:

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

Measurement and Payment (for C3.4.1 to C3.4.6)

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) project stages.**

Supplementary Project Management Services required:

- **Project Coordination services.** This will be an onsite service provided by a resource that will perform services that are an extension of the Employer's internal project coordination services. Service includes circulation of reports and documents for sign off by ACSA and airport stakeholders, facilitating and coordinating airport access permits for all project resources and vehicles. Managing interface between operations and construction, communicating, and enforcing ACSA's House Rules and Tenant Installation House Rules during the construction phase.

C3.4 Engineering disciplines

C3.4.1 Stage 1: Inception

(Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.)

- 1.1. Assist in developing a clear project brief.
- 1.2. Attend project initiation meetings.
- 1.3. Advise on procurement policy for the project.
- 1.4. Advise on the rights, constraints, consents, and approvals.
- 1.5. Define the scope of services and scope of work required.
- 1.6. Conclude the terms of the agreement with the client.
- 1.7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 1.8. Determine the availability of data, drawings and plans relating to the project.
- 1.9. Advise on criteria that could influence the project life cycle cost significantly.
- 1.10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables typically include:

- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related timeframes.

C3.4.2 Stage 2 Preliminary design (Concept and Viability)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme, and viability of the project.)

- 2.1. Agree documentation programme with principal agent or consultant and other consultants involved.
- 2.2. Attend design and consultants' meetings.
- 2.3. Establish the concept design criteria.
- 2.4. Prepare initial concept design and related documentation.
- 2.5. Advise the client regarding further surveys, analyses, tests, and investigations that may be required.
- 2.6. Establish regulatory authorities' requirements and incorporate them into the design.
- 2.7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 2.8. Establish access, utilities, services, and connections required for the design.

- 2.9. Co-ordinate design interfaces with other consultants involved.
- 2.10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and client and suitable for costing.
- 2.11. Provide cost estimates and life cycle costs as required.
- 2.12. Liaise, co-operate, and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables include:

- Concept design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- Cost estimates as required.

C3.4.3 Stage 3 Detailed design (Design Development)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability, and programme for the project.)

- 3.1. Review documentation programme with principal consultant and other consultants involved.
- 3.2. Attend design and consultants' meetings.
- 3.3. Incorporate client's and authorities' detailed requirements into the design.
- 3.4. Incorporate other consultant's designs and requirements into the design.
- 3.5. Prepare design development drawings including draft technical details and specifications.
- 3.6. Review and evaluate design and outline specification and exercise cost control.
- 3.7. Prepare detailed estimates of construction cost.
- 3.8. Liaise and co-operate with and provide necessary information to the principal consultant and other consultants involved.
- 3.9. Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.

C3.4.4 Stage 4 Documentation and procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- 4.1. Attend design and consultants' meetings.
- 4.2. Prepare specifications and preambles for the works.

- 4.3. Accommodate services design.
- 4.4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- 4.5. Formulate the procurement strategy for contractors or assist the principal consultant, where relevant.
- 4.6. Prepare documentation for contractor procurement.
- 4.7. Review designs, drawings, and schedules for compliance with approved budget.
- 4.8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- 4.9. Liaise and co-operate with and provide necessary information to the principal consultant and the other consultants as required.
- 4.10. Assist in the evaluation of tenders.
- 4.11. Assist with the preparation of contract documentation for signature.
- 4.12. Assess samples and products for compliance and design intent.

Typical deliverables include:

- Specifications
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

C3.4.5 Stage 5 Contract Administration and Inspection

(Defined as: Manage, administer, and monitor the construction contracts and processes including preparation and co-ordination of procedures and documentation to facilitate practical completion of the works.)

- 5.1. Attend site handover.
- 5.2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- 5.3. Carry out contract administration procedures in terms of the contract.
- 5.4. Prepare schedules of predicted cash flow.
- 5.5. Prepare pro-active estimates of proposed variations for client decision-making.
- 5.6. Attend regular site, technical and progress meetings.
- 5.7. Inspect works for conformity to contract documentation.
- 5.8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections, and testing.
- 5.9. Adjudicate and resolve financial claims by contractors.
- 5.10. Assist in the resolution of contractual claims by the contractor.

- 5.11. Establish and maintain a financial control system.
- 5.12. Clarify details and descriptions during construction as required.
- 5.13. Prepare valuations for payment certificates to be issued by the principal agent.
- 5.14. Witness and review of all tests and mock-ups carried out both on and off site.
- 5.15. Check and approve contractor drawings for design intent.
- 5.16. Update and issue drawings register.
- 5.17. Issue contract instructions as and when required.
- 5.18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 5.19. Inspect the works and issue practical completion and defects lists.
- 5.20. Arrange for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final accounts.
- Practical completion and defects list.
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

C3.4.6 Stage 6 Close Out

(Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover, and operation of the project.)

- 6.1. Inspect and verify the rectification of defects.
- 6.2. Receive, comment, and approve relevant payment valuations and completion certificates.
- 6.3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 6.4. Prepare and/or procure as-built drawings and documentation.
- 6.5. Conclude the final accounts where relevant.

Typical deliverables include:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.

- Final accounts.

Measurement and Payment (for C3.4.1 to C3.4.6)

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) ECSA stages.**

Requirements by Structural and Civil Engineer

- Facade Engineering

Requirements by Mechanical and Fire Engineer

- Rational Fire Design

C3.4 Quantity Surveyor

C3.4.1 Stage 1: Inception

(Defined as: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.)

- 1.1. Assisting in developing a clear project brief
- 1.2. Attending project initiation meetings
- 1.3. Advising on the procurement policy for the project
- 1.4. Advising on other professional consultants and services required
- 1.5. Defining the quantity surveyor's scope of work and services
- 1.6. Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 1.7. Advising on economic factors affecting the project
- 1.8. Advising on appropriate financial design criteria
- 1.9. Providing necessary information within the agreed scope of the project to the other professional consultants

Deliverables typically include:

- Agreed scope of work
- Agreed services
- Signed client/quantity surveyor professional services agreement

C3.4.2 Stage 2 Preliminary design (Concept and Viability)

(Defined as: Finalization of the project concept and feasibility.)

- 2.1. Agreeing the documentation programme with the principal consultant and other professional consultants.
- 2.2. Attending design and consultants' meetings.
- 2.3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants.
- 2.4. Receiving relevant data and cost estimates from the other professional consultants.
- 2.5. Preparing preliminary and elemental or equivalent estimates of construction cost.
- 2.6. Assisting the client in preparing a financial viability report.
- 2.7. Auditing space allocation against the initial brief.
- 2.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants.

Deliverables typically include:

- Preliminary estimate(s) of construction cost
- Elemental or equivalent estimate(s) of construction cost
- Space allocation audit for the project

C3.4.3 Stage 3 Detailed design (Design Development)

(Defined as: Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.)

- 3.1. Reviewing the documentation programme with the principal consultant and other professional consultants.
- 3.2. Attending design and consultants' meetings.
- 3.3. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants.
- 3.4. Receiving relevant data and cost estimates from the other professional consultants
- 3.5. Preparing detailed estimates of construction cost.
- 3.6. Assisting the client in reviewing the financial viability report.
- 3.7. Commenting on space and accommodation allowances and preparing an area schedule.
- 3.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants.

Deliverables typically include:

- Detailed estimate(s) of construction cost
- Area schedule

C3.4.4 Stage 4 Documentation and procurement

(Defined as: The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.)

- 4.1. Attending design and consultants' meetings
- 4.2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- 4.3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- 4.4. Preparing documentation for both principal and subcontract procurement
- 4.5. Assisting the principal consultant with calling of tenders and/or negotiation of prices
- 4.6. Assisting with financial evaluation of tenders
- 4.7. Assisting with preparation of contract documentation for signature

Deliverables typically include:

- Budget of construction cost
- Tender documentation
- Financial evaluation of tenders
- Priced contract documentation

C3.4.5 Stage 5 Contract Administration and Inspection

(Defined as: The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.)

- 5.1. Attending the site handover
- 5.2. Preparing schedules of predicted cash flow
- 5.3. Preparing pro-active estimates for proposed variations for client decision-making
- 5.4. Attending regular site, technical and progress meetings
- 5.5. Adjudicating and resolving financial claims by the contractor(s)
- 5.6. Assisting in the resolution of contractual claims by the contractor(s)
- 5.7. Establishing and maintaining a financial control system
- 5.8. Preparing valuations for payment certificates to be issued by the principal agent
- 5.9. Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis

Deliverables typically include:

- Schedule(s) of predicted cash flow
- Estimates for proposed variations
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final account(s)

C3.4.6 Stage 6 Close Out

(Defined as: The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.)

- 6.1. Preparing valuations for payment certificates to be issued by the principal agent
- 6.2. Concluding final account(s)

Deliverables typically include:

- Valuations for payment certificates
- Final account(s)

Measurement and Payment (for C3.4.1 to C3.4.6)

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) project stages.**

C3.4 Architect

C3.4.1 Stage 1: Inception

(Defined as: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.)

- 1.1. Receive, appraise and report on the client's requirements with regard to the client's brief;
- 1.2. Determine the site and rights and constraints;
- 1.3. Determine budgetary constraints;
- 1.4. Determine the need for consultants;
- 1.5. Determine indicative project timelines;
- 1.6. Determine methods of contracting; and
- 1.7. Whether other statutory authority applications are required or desirable.

C3.4.2 Stage 2 Preliminary design (Concept and Viability)

(Defined as: Finalization of the project concept and feasibility.)

- 2.1. Prepare an initial design concept and advise on:
 - a. the intended space provisions and planning relationships;
 - b. proposed materials and intended building services; and
 - c. the technical and functional characteristics of the design.
- 2.2. Check for conformity of the concept with the rights to the use of the land.
- 2.3. Consult with local and statutory authorities.
- 2.4. Review the anticipated costs of the project.
- 2.5. Review the project programme.

C3.4.3 Stage 3 Detailed design (Design Development)

(Defined as: Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.)

- 3.1. Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- 3.2. Review the programme and budget with the client, principal consultant or other consultants;
- 3.3. Coordinate other consultants designs into building design;
- 3.4. Prepare design development drawings including drafting technical details and material specifications;
- 3.5. Discuss and agree on the building plan application and approval requirements with the local authority;

C3.4.4 Stage 4 Documentation and procurement

(Defined as: The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.)

Stage 4.1

- 4.1. Prepare documentation required for local authority building plan application submission;
- 4.2. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- 4.3. Review the costing and programme with the consultants;
- 4.4. Obtain the client's authority and submit documents for approval at the local authority.

Stage 4.2

- 4.5. Prepare specifications for the works;
- 4.6. Complete technical documentation sufficient for tender;
- 4.7. Obtain offers for the execution of the works;
- 4.8. Evaluate offers, and recommend a successful tenderer for appointment;
- 4.9. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- 4.10. Complete all remaining technical and construction documentation and coordinate same with the consultants.

C3.4.5 Stage 5 Contract Administration and Inspection

(Defined as: The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.)

- 5.1. Issue construction documentation;
- 5.2. Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- 5.3. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- 5.4. Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- 5.5. Manage the completion process of the project;
- 5.6. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

C3.4.6 Stage 6 Close Out

(Defined as The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.)

- 6.1. Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- 6.2. When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- 6.3. Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

Measurement and Payment (for C3.4.1 to C3.4.6)

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) project stages.**

Scope requirements by the Architect:

- Extension of departure facility to meet 600 PHP.
- The introduction of sustainability or green building elements.
- Future proofing for new security equipment.
- Green spaces and landscaping.
- Integration of new terminal with the old or existing terminal.
- Furnishings & finishes.
- Use of natural light.
- Legibility and intuitive wayfinding.
- Sense of place (regionalization) & theming.
- Universal Design & Accessibility.
- Provisions for commercial activity, passenger amenities, clinic facilities and integration with elements from other specialists.

C3.4 Construction Health and Safety Agent

C3.4.1 Stage 1: Inception

(Defined as: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.)

- 1.1. Demonstrate the Construction Health and Safety Professional competency and resource.
- 1.2. Define the Construction Health and Safety Professional scope of work and services.
- 1.3. Conclude the terms of the agreement with the client.
- 1.4. Assist in developing a clear construction project health and safety brief.
- 1.5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project.
- 1.6. Advise the client on the adequacy of health and safety competency and resources of the other consultants.
- 1.7. Identify construction project health and safety risk profile.
- 1.8. Attend the construction project initiation meetings.
- 1.9. Provide necessary information within the agreed scope of the construction project to the other consultants.

Deliverables typically include:

- Record of Construction Health and Safety Professional competency and resource
- Construction project health and safety brief
- Agreed scope of work
- Agreed services
- Signed agreement
- Record of consultants' construction health and safety competency and resource assessments
- Schedule of required surveys, tests, analyses, site and other investigations
- Preliminary construction project risk profile
- Record of construction project health and safety risk communication

C3.4.2 Stage 2 Preliminary design (Concept and Viability)

(Defined as: Finalization of the project concept and feasibility.)

- 2.1. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities.
- 2.2. Agree the format and procedures for health, safety and hygiene construction project control.
- 2.3. Agree the documentation programme with the principal consultant and other consultants.
- 2.4. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- 2.5. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- 2.6. Prepare draft construction project baseline risk assessment.

- 2.7. Prepare the draft construction project health and safety specification.
- 2.8. Advise on preliminary cost estimates/budgets for construction project health and safety.
- 2.9. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities.
- 2.10. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists.
- 2.11. Assess and approve the appropriate specialist's health and safety plans.
- 2.12. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits.
- 2.13. Attend design and consultants' meetings.
- 2.14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.

Deliverables typically include:

- Updated construction project health and safety risk profile
- Agreed construction project health and safety policy for the project
- Draft construction project baseline risk assessment
- Draft construction project health and safety specification
- Record of appropriate specialists' health and safety competency and resource assessments
- Schedule of required surveys, tests and other investigations and related reports
- Record of construction project health and safety risk communication
- Design risk management process
- Preliminary cost estimates/budgets for construction project health and safety
- Approved specialists' health and safety plans
- Specialists health and safety audit reports and records

C3.4.3 Stage 3 Detailed design (Design Development)

(Defined as: Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.)

- 3.1. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operationability of the structure.
- 3.2. Agree on a format for the health and safety file.
- 3.3. Review the documentation programme with the principal consultant and the other consultants.
- 3.4. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.
- 3.5. Finalise the construction project health and safety risk profile.
- 3.6. Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during the design process and finalise the construction project baseline risk assessment.
- 3.7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.

- 3.8. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.
- 3.9. Assess and approve necessary construction project health and safety plans for early works.
- 3.10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- 3.11. Attend design and consultants' meetings.
- 3.12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants.

Deliverables typically include:

- Final construction project health and safety risk profile
- Record of construction project health and safety risk communication
- Final construction project health and safety baseline risk assessment
- Updated draft construction project health and safety specification
- Design risk management records
- Schedule of precautions necessary for construction project health, safety and hygiene control
- Approved early works health and safety plans
- Early works audit reports and records
- Initial schedule of construction project health and safety cost estimates/budgets
- Template for health and safety file

C3.4.4 Stage 4 Documentation and procurement

(Defined as: The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.)

- 4.1. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.
- 4.2. Assist in developing a clear construction project health and safety procurement process.
- 4.3. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.
- 4.4. Finalise construction project tender health and safety specifications and integrate with procurement documentation.
- 4.5. Prepare project specific health and safety documentation for distribution to contractors for inclusion into their tender / bid submissions.
- 4.6. Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget.
- 4.7. Prepare construction project health and safety mobilisation and access plans for the construction work.
- 4.8. Participate in construction project tender clarification meetings.
- 4.9. Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner.
- 4.10. Attend design and consultant meetings.
- 4.11. Assist with the preparation of contract documentation for signature.

4.12. Prepare construction project health and safety documentation for submission to authorities.

Deliverables typically include:

- Final construction project tender health and safety specifications Records of construction project health and safety procurement process Construction project health and safety tender evaluation and records
- Finalised schedule of construction project health and safety cost estimate/budget Construction project health and safety contract documentation
- Construction project health and safety mobilisation and access plans Design risk management records
- Record of construction project health and safety risk communication Construction project health and safety documentation for authorities
- Evaluation schedule of samples / mock-ups and products

C3.4.5 Stage 5 Contract Administration and Inspection

(Defined as: The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.)

- 5.1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.
- 5.2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.
- 5.3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans.
- 5.4. Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors.
- 5.5. Attend regular site, technical and progress meetings.
- 5.6. Monitor design risk management.
- 5.7. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.
- 5.8. Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes.
- 5.9. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
- 5.10. Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- 5.11. Recommend stop work orders where necessary.
- 5.12. Ensure that project specific emergency response and preparedness plans are compiled and tested.
- 5.13. Conduct construction health and safety management system audits.
- 5.14. Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.
- 5.15. Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement.

- 5.16. Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.
- 5.17. Perform incident and accident investigations where necessary.
- 5.18. Monitor the compilation of the construction project health and safety file(s) by the contractor(s).
- 5.19. Prepare and maintain the consolidated health and safety file.

Deliverables typically include:

- Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments
- Permits to commence construction work
- Record of meetings, including all construction health and safety matters to be actioned
- Record of revised changes to the construction project health and safety risk profiles
- Record of revised changes to the construction project health and safety specifications
- Record of revised changes and commissioning of the construction project health and safety plans
- Record of revised construction project health and safety cost estimate/budget
- Records of design risk management
- Record of construction project health and safety audit reports
- Record of contractor(s) construction health and safety performance
- Record of construction project health and safety work stoppage reports
- Record of incident and accident investigations and corrective actions
- Record of interactions with the Compensation Commissioner or similar
- Record of construction health and safety system and plans reviews
- Record of construction project health and safety risk communication
- Interim health and safety file
- Structure commissioning health and safety plans

C3.4.6 Stage 6 Close Out

(Defined as The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.)

- 6.1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.
- 6.2. Cancel all construction project health and safety legal appointments.
- 6.3. Prepare the health and safety operations and maintenance report.
- 6.4. Prepare the consolidated construction project health and safety close-out report.

Deliverables typically include:

- Record of audits during the defects liability period
- Record of construction health and safety risk communication
- Report on approved health and safety file

- Health and safety operations and maintenance report
- Consolidated construction project health and safety close-out report

Measurement and Payment (for C3.4.1 to C3.4.6)

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) project stages.**

PART C4: SITE INFORMATION

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING PHALO AIRPORT

PROJECT No: 4774

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE
DEPARTURE LOUNGE EXPANSION AT KING PHALO AIRPORT**

Contents:	No of pages
C4.1 Location of the Project	[•]
C4.2 Description of the project	[•]
C4.3 Existing Infrastructure	[•]
C4.4 Special Conditions of Operational Airport	[•]
C4.5 Pricing and Payment	[•]

C4: Site Information

C4.1 Location of the Project

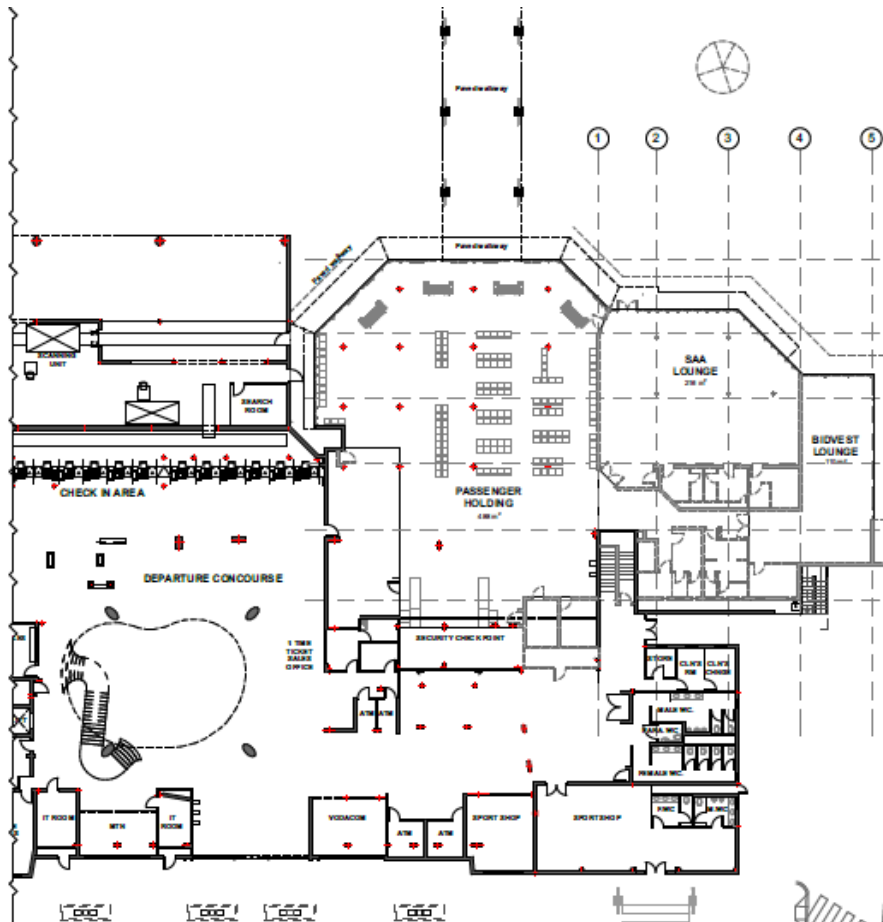
The project is located at King Phalo Airport in the province of the Eastern Cape in the city of East London (i.e. Buffalo City Metropolitan Municipality). The works only cover the departures processors and holding facilities. The goal of the project is to accommodate a design peak of 600 passengers including the required supporting passenger amenities and facilities (vertical circulation, ablutions, ambiance, commercial, wayfinding etc.).

C4.2 Description of the project

The works only cover the departures processors and holding facilities with the goal of ensuring a design peak of 600 passengers including the required supporting passenger amenities and facilities (vertical circulation, ablutions, ambiance, commercial, wayfinding etc.) can be accommodated. In the process the project will seek to enhance non-aeronautical revenues by providing adequate commercial facilities such as retail, food and beverage and advertising facilities. The design team needs to integrate the new build terminal areas with the old, creating one seamless airport experience while Ensure flexibility in development and operations to meet changing demands over the time.

C4.3 Existing Infrastructure

The existing building and facilities is shown below:



Multiple concept design options were previously proposed, however, these were accommodating a peak of 500 PHP, since the scope has changed to accommodate 600 PHP the footprint will have in increase. The acceptable design that was chosen will be shared with the team to review and rework for the new scope requirements.

C4.4 Special Conditions of Operational Airport

The Consultant is reminded that this is a National Key Point and as such must adhere to all airport’s rules and regulations regarding health safety, environment, security, fire and access control. (Volume 5).

C4.4.1 Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the “gate permit” from the Project Manager before material and equipment are brought and removed from the airside.
- The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

C4.4.2 Permits

- The Consultant shall familiarize himself with ACSA’s safety and security requirements relating to permits to prevent any unnecessary work delay.
- This shall include the permit application process.
- The Consultant shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
Personal Permit	All persons employed on the airport	ACSA Security no permit is issued to anyone with a criminal record.
Tools Permit	All persons taking tools to airside	ACSA Security
Laptop Permit	All persons taking laptop computers to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work on the airside	ACSA Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

- Proof of having attended the General Security Awareness Induction Training course is required for all personal permit applications.
- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses where applicable.
- No work shall be done without a written permission in the form of a permit/works order.

C4.4.3 Cell phones and two-way radios

- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

C4.4.4 Hidden and other services within site

There might be water, sewer pipes and other services, located underground. Also, there are other cables going through the trenches and these must be treated as live cables. There could also be other services conduits such as communication cables located underground.

C4.5 Pricing and Payment

The Service Provider when pricing the fee he intends to receive for the provision of the services should take account of the relevant regulatory body fee scale guidelines and the scope of works as explained in this document.

PART C5: ANNEXURES

Annex A:- SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

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

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

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

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

2. Airport Security and Safety

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

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

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

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

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

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

3. Responsibilities of Consulting Engineers/Contractor

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

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

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

- (i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.
- (ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.
- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.
- No accommodation of personnel will be allowed in the security area of the airport.
- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.
- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

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

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

7. Compliance with Instructions

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

8. Delays Caused by Airport Management

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

9. General Requirements for Execution of the Work

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

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

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

10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. Dust and Pollution Control

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1, 0 m above natural ground level.

14. Fires

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. Environmental

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

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

Annex B: POPIA**CONFIDENTIALITY AND DATA PROTECTION**

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions.

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence.

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information.

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract.

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights.

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments.

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

Annex C: OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR ACSA

HEALTH & SAFETY SPECIFICATIONS

Project: Departure Lounge Expansion Project

TABLE OF CONTENTS

Introduction

Scope and Description of Project

Definitions

Notification of Construction

Duties of the Principal Contractor and Contractor

Management and Supervision of Construction work

Registration with The Workmen's Compensation or Licensed Insurer

Mandatory Agreement

Assigned Person in terms of Occupational Health & Safety Act of 1993 & Applicable Regulations

Health and Safety Documentation

Risk Assessment

Fall Protection Plan

Administrative Controls and the Occupational Health And Safety file

Health and Safety Representatives

Health and Safety Training

Fire Prevention and Protection

Emergency Preparedness

Incidents/Accidents Reporting and Investigation

Personal Protective Clothing/Equipment

Fall Protection

Risk Assessment for Construction Work

Structures

Temporary Work

Excavations

Demolition Work

Scaffolding

Suspended Platforms

Explosive Actuated Fastening Devices

Cranes

Lifting Equipment, Tackle, Material Hoist and Cranes

Construction Vehicles & Mobile Plant

Electrical Installations and Machinery on Construction Sites

Use of Temporary Storage of Flammable Liquids on Construction Sites

Housekeeping and General Safeguarding on Construction Site

Stacking and Storage on Construction Sites

Fire Precautions on Construction Sites

Construction Employees' Facilities

Ladders

Pressure Equipment

Employees Exposed to Excessive Noise

Public Safety and Security

Night Work

Hot Work

Hired Plant and Machinery

Road Construction Work

Edge Protection and Penetration

Batch Plants

Confined Space Entry

Liquor, Drugs, Dangerous Weapons, Firearms

Internal/External Audits

Penalties

INTRODUCTION

In terms of the Construction Regulation 5(1) b the client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective contractor and designers. The contractor, on appointment shall submit a Health & Safety plan which shall address the

Client:ACSA Project Brief: PROFESSIONAL SERVICE PROVIDERS FOR DEPRTURE LOUNGE EXPANSION PROJECT AT ACSA'S KING PHALO AIRPORT

requirements of this specification.

This specification objective is to ensure that the contractor(s) entering into a contract with ACSA achieve an acceptable level of OH&S performance. This document forms an integral part of Project Information and the contract. Principle and other contractors should make it part of any contract that they may have with their contractors and /or suppliers.

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

SCOPE AND DESCRIPTION OF PROJECT

Project Description: Boundaries: Work within the roads in and around the airport Existing Services: As per drawings Roads and Traffic Systems: As per drawings
--

Existing
Structures:

DEFINITIONS

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

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

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

Contractor: means an employer who performs construction work;

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

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

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

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

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

Hazard: means a source of or exposure to danger

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

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

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

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

3. NOTIFICATION OF CONSTRUCTION (Construction Regulation 4)

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

include excavation work;
include working at a height where there is risk of falling;
include the demolition of a structure; or
Include the use of explosives to perform construction work.

4. DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR (Construction Regulation 7)

The Principal Contractor must:

Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;

Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and

On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—

Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;

Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;

Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;

Appoint each contractor in writing for the part of the project on the construction site;

Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;

Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;

Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;

Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and

Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;

Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;

Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and

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

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

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

The Contractor must prior to performing any construction work:

Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;

Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;

Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;

Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and

As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

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

5. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK (Construction Regulation 8)

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

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

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

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

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

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

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

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

REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER

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

MANDATORY AGREEMENT

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

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

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

Person assigned duties in terms of the 16.2 appointees of the Act

Construction Manager CR8(1)

Assistant Construction Manager CR8(2) - where applicable

Full-time or part-time Construction Safety Officer CR8(5)

Construction Supervisor CR8(7))

Assistant Construction Supervisor CR8(8) - where applicable

Risk Assessor CR9(1)

Fall Protection Developer/Planner CR10(1) - where applicable

Temporary Works Designer CR11(1) - where applicable

Temporary Works Supervisor CR11(2) - where applicable

Excavation Supervisor CR13(1)a) - where applicable

Demolition Work Supervisor and Controller CR14(1) - where applicable

Scaffolding Supervisor CR16(1) - where applicable

Scaffolding Team leader CR16(1) - where applicable

Scaffolding Inspector CR16(1) - where applicable

Scaffolding Erector CR16(1) - where applicable

Suspended Platforms Supervisor CR17(1) - where applicable

Rope Access Supervisor CR18(1)a) - where applicable

Rope Access Fall Protection Plan Developed (R18(2)b) - where applicable

Material Hoist Inspector CR19(8)a) - where applicable

Bulk Mixing Plant Supervisor CR20(1) - where applicable

Explosive Actuated Fastening Device Operator CR21(2)b) - where applicable

Explosive Actuated Fastening Device Controller CR21(2)g(i) - where applicable

Construction Vehicles and Mobile Plant Operator CR23(1)d(i) - where applicable

Temporary Electrical Installations Controller CR24(c) - where applicable

Portable Electrical Equipment Supervisor CR24(d) - where applicable

Fire Equipment Inspector CR29(h) - where applicable

First Aider GSR3(4) -- where applicable

Stacking Supervisor (CR28(a)) (GSR2(a))

Competent Person in Confined Space Entry GSR5(1) - where applicable
 Gas Cutting/Welding Supervisor (GSR9(a) - where applicable
 Ladder Supervisor and Inspector (GSR13(a) - where applicable
 Lifting Machine Inspector (DMR18(7) - where applicable
 Lifting Tackle Inspector (DMR18(10)e) - where applicable
 Lifting Machine Supervisor (DMR18(11) - where applicable
 Supervisor of Machinery (GMR1) - where applicable
 Safety Representatives (OHS Act Sec.17 - where applicable
 Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - where applicable
 Incident Investigator (GAR9(2)
 Blasting Supervisor (Supervision Of Explosives Workplace ER12) - where applicable

HEALTH AND SAFETY DOCUMENTATION

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

Principal Contractor's Health & Safety Policy

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

Health and Safety Organogram

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

RISK ASSESSMENT

(Construction Regulation 9)

A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 the identification of the risks and hazards to which persons may be exposed to;
 an analysis and evaluation of the risks and hazards identified based on a documented method;
 a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 a monitoring plan; and
 a review plan.

A Contractor must ensure that:

as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment

that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site

Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site

consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site

copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee
 review the relevant risk assessment—

where changes are effected to the design and or construction that result in a change to the risk profile; or when an incident has occurred.

FALL PROTECTION PLAN (Construction Regulation 10)

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

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

A Contractor must ensure that:

The Construction Manager appointed under Construction Regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;
fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

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

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

Principal Contractor / Contractor - Competency Assessment (Construction Regulation 7)

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

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

ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH & SAFETY FILE (Construction Regulation 7)

The Occupational Health and Safety File

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

Accident/Incident Register. (Annexure 1 of the General Admin Regulations)

Health and safety Representatives Inspections Register.

Construction Vehicles & Mobile Plant Inspection.

Daily Inspection of Vehicles.

Plant and other Equipment by the Operator/Driver/User.

Demolition Inspection Register.

Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)

Excavations Inspection.

Explosive Powered Tool Inspection/Maintenance/Issue>Returns Register. (incl. cartridges & nails)

Fall Protection Inspection Register.

First Aid Box Contents.

Fire Equipment Inspection & Maintenance.

False work Inspections.

Hazardous Chemical Substances Record.

Ladder Inspections.

Lifting Equipment Register.

Machinery Safety Inspection Register. (incl. machine guards, lock-outs etc.)

Scaffolding Inspections.

Stacking & Storage Inspection.

Inspection of Structures.

Inspection of Pressure Equipment.

Welding Equipment Inspections.

All other applicable records.

An equipment inventory register, detailing all major items of equipment such as Construction Vehicles and Mobile Plant etc...

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

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

HEALTH AND SAFETY REPRESENTATIVES

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

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

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

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

Members of the committee must receive proper training and a proof of such training must be made available.

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

Opening & Welcome

Present/ Apologies/ Absent

Minutes of previous Meeting

Matters Arising from the previous Minutes

OH&S Reps Reports

Incident Reports & Investigations

Incident /Injury Statistics

Other Matters

Endorsement of Registers and other statutory documents by a representative of the Principal Contractor

Close/Next Meeting

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

HEALTH & SAFETY TRAINING

Environmental Health and Safety Induction

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

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

Induction Conducted by the Principal Contractor and Competent Person

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

Toolbox Talks

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

First Aid Training

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

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

FIRE PREVENTION AND PROTECTION

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

16. EMERGENCY PREPAREDNESS

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

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

In case of medical and/or fire emergency contact ACSA Fire & Rescue Services at the CDSIA

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

17. INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION

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

18. PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

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

19. FALL PROTECTION (WORKING IN ELEVATED POSITIONS) (Construction Regulation 10)

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

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

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

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

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

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

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

20. RISK ASSESSMENT FOR CONSTRUCTION WORK (Construction Regulation 9)

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

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

The Risk Assessment must include:

The identification of the risks and hazards to which persons may be exposed to

The analysis and evaluation of the risks and hazards identified

A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified

A monitoring plan and

A review plan

A Contractor must ensure that:

As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.

All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards

A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.

Consult with health and safety committee on monitoring and review risk assessment on site.

Ensure a copy of risk assessments is available for inspection.

Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

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

21. STRUCTURES (not applicable to the scope of work) (Construction Regulation 11)

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

That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.

Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.

No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.

He/she has received from the designer the following information:

Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.

A geo-scientific report (where applicable).

The loading the structure is designed to bear.

The methods and sequence of the construction/demolition process.

All drawings pertaining to the design are on site and available for inspection.

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

22. TEMPORARY WORK (Construction Regulation 12)

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

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

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

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

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

All equipment used in the erection of temporary works must be checked by a competent person before use. The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

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

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

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

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

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

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

The contractor must ensure that no employee is exposed, or required to work on slippery and dangerous surfaces.

Person's health must be protected when use is made of solvents, oils or other similar substances.

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

23. EXCAVATIONS (not applicable to the scope of work) (Construction Regulation 13)

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

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

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

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

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

24. DEMOLITION WORK (not applicable to the scope of work) (Construction Regulation 14)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety.

The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

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

25. SCAFFOLDING (Construction Regulation 16)

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

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

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

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

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

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

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

26. SUSPENDED PLATFORMS (not applicable to the scope of work) (Construction Regulation 17)

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

27. EXPLOSIVE ACTUATED FASTENING DEVICES (not applicable to the scope of work) (Construction Regulation 21)

Every Explosive Powered Tools (EPT) must be:

Provided with a guard around the muzzle to confine flying fragments or particles

A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at a right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

Only the correct type of cartridge is used (product specific)

The EPT is cleaned and inspected daily before use by an appointed competent person who maintains a register with the findings of his inspection and the details of cleaning, service and repairs

The safety devices are in good working order before the EPT is used

When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons

A warning notice is displayed at the point where the EPT is in use

The issue and return of cartridges must be controlled by maintaining the issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges.

Users/operators of the EPT have received the necessary training and have been authorised as being competent to use/operate the EPT

Users/operators must wear the prescribed PPE whilst using/operating the tool

28. CRANES (Construction Regulation 22)

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

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

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

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

29. LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

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

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

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

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

30. CONSTRUCTION VEHICLES & MOBILE PLANT

(Construction Regulation 13)

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

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

of acceptable design and construction

maintained in good working order

used in accordance with their design and intention for which they were designed

Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate CV & MP

Operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive CV & MP.

fitted with adequate signalling devices to make movement safe including reversing

excavations and other openings must be provided with sufficient barriers to prevent CV & MP from falling into same

Provided with roll-over protection, appropriate seat fitted which shall be used during CV & MP operations.

inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book

CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the CV & MP is on site.

No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported

CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments

Only licensed and road worthy vehicles will be allowed on the public roads

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

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

CV & MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked CV & MP.

In addition CV & MP left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent to, or on public roads must wear reflective safety vests

All CV & MP inspection records must be kept in the OH&S File.

31. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES (Construction Regulation 24)

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

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

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

32. USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES (not applicable to the scope of work) (Construction Regulation 25)

The Principal Contractor to ensure that:

No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.

No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.

The workplace is effectively ventilated. Where this cannot be achieved:

Employees must wear suitable respiratory equipment

No smoking or other sources of ignition is allowed into the area

The area is conspicuously demarcated as "flammable materials"

Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping

Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"

Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs

All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.

Any work done with tools in a flammables store or work areas to be of a non-sparking nature

No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables

The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.

Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.

A sign indicating the capacity of the store to be displayed on the door

Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas

Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity

Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders

All permanently installed storage facilities to comply with SANS 10089.

33. HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

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

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

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

34. STACKING AND STORAGE ON CONSTRUCTION SITES

(Construction Regulation 28)

The Principal Contractor must ensure contractor must ensure that:

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

35. FIRE PRECAUTIONS ON CONSTRUCTION SITES

(Construction Regulation 29)

The Principal Contractor must ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;

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

36. CONSTRUCTION EMPLOYEES' FACILITIES (Construction Regulation 30)

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

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

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

37. LADDERS

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

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

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

39. EMPLOYEES EXPOSED TO EXCESSIVE NOISE

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

40. PUBLIC SAFETY AND SECURITY

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

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

Furthermore the Principal Contractor must ensure that:

Nets, canopies, fans etc. are provided to protect the public passing or entering the site

A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place

All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

41. NIGHT WORK

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

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

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

43. HIRED PLANT AND MACHINERY

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

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

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

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

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

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

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

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

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

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

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

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

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

48. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

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

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

No dangerous weapons or firearms allowed on the construction site.

49. INTERNAL/EXTERNAL AUDITS

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance.

ACSA must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by ACSA and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action. ACSA must stop any Principal Contractor from executing any construction work which is not in accordance with the health and safety plan. The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

50. PENALTIES

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

The Principal Contractor will be advised in writing of the nature of the infringement and the amount thereof. The Principal Contractor must determine how to recover the fine from the relevant employee and/or sub-contractor. The Principal Contractor must also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and must advise ACSA accordingly. The Principal Contractor is also advised that the imposition of penalties does not replace any legal proceedings.

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

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

Failure to keep a copy of OHSACT on site.

Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.

Working on site without attending Safety Induction Training.

Failure to conduct Safety Induction for personnel and visitors on site.

Failure to issue and wear Personal Protective Clothing and Equipment.

Failure to fully stock first aid box in accordance to the risks identified.

Failure to disclose or report first aid cases and /or minor/major/fatalities as prescribed by the OHSACT.

Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.

Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.

Failure to conduct audits and inspections as required by legislation.

Keeping un-serviced fire equipment on site.

Failure to make use of ablution facilities.

Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.

Failure to close out previously raised non-conformances.

Failure to make and update legislative appointments.

Failure to adhere to the OHS Act of 1993 and its regulations.

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Signed: _____

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

At: _____ (Airport Name)

Annex D: Baseline HIRA - Risk Assessment

Baseline Risk Assessment	
Project Name:	DEPARTURE LOUNGE EXPANSION PROJECT
Document Number: HIRA 1	Revision Number: 001

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

B: Generic Hazard Assessment

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

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

Generic Hazard assessment

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

<p>Vehicles on airside</p>	<p>Accidents and injuries</p>	<p>Damage to aircraft/vehicles/property/persons</p>	<p>All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and is to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access</p>	<p>4A</p>
<p>Driving on airside</p>	<p>Incidents</p>	<p>Damage to aircraft/vehicles/property/persons</p>	<p>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio Licence training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place</p>	<p>4A</p>

Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio licence (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times where possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/persons	Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements	4C

Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B

Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilised during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C

Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle. Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C

General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade	4C
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Annex E: Layout of previous designs

