**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**RFP REFERENCE NUMBER: COR10932/2026/RFP**

**TITLE OF PROJECT: JOINT MONITORING TEAM PROFESSIONAL SERVICES REQUEST FOR THE DESIGN, SUPPLY, INSTALLATIONS AND COMMISSIONING OF NEW AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS), AS WELL AS DECOMMISSIONING OF THE EXISTING WEATHER OBSERVATION SYSTEMS (AWOS) AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA), GEORGE AIRPORT (GRJ), CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA), UPINGTON AIRPORT (UPN) AND KIMBERLY AIRPORT (KIM) FOR A PERIOD OF 24 MONTHS**

## NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

**Between** **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Cape Town International Airport, Chief Dawid International Airport, George Airport, Upington Airport and Kimberly Airport.**

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **THE PROVISION OF JOINT MONITORING TEAM PROFESSIONAL SERVICES REQUEST FOR THE DESIGN, SUPPLY, INSTALLATIONS AND COMMISSIONING OF NEW AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS), AS WELL AS DECOMMISSIONING OF THE EXISTING WEATHER OBSERVATION SYSTEMS (AWOS) AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA), GEORGE AIRPORT (GRJ), CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA), UPINGTON AIRPORT (UPN) AND KIMBERLY AIRPORT (KIM) FOR A PERIOD OF 24 MONTHS**

AIRPORTS COMPANY
SOUTH AFRICA

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# Part C1: Agreements and Contract Data

## C1.1: Form of Offer and Acceptance

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for **THE APPOINTMENT OF JOINT MONITORING TEAM PROFESSIONAL SERVICES REQUEST FOR THE DESIGN, SUPPLY, INSTALLATIONS AND COMMISSIONING OF NEW AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS), AS WELL AS DECOMMISSIONING OF THE EXISTING WEATHER OBSERVATION SYSTEMS (AWOS) AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA), GEORGE AIRPORT (GRJ), CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA), UPINGTON AIRPORT (UPN) AND KIMBERLY AIRPORT (KIM) FOR A PERIOD OF 24 MONTHS**

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.

**THE OFFERED TOTAL OF THE PRICES <u>INCLUSIVE OF VAT</u> IS:**

**……**

**……. (in words).**

**R…… (in figures)**

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the Bidder:** .....

*(Insert name and address of organisation)*

Date .....

Name & signature of witness .....

.....

**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 |

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

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

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

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

Signature(s)

Name(s) .....

Capacity .....

| | | |
|---|---|---|
| **for the Employer** | | |
| Name & signature of witness | *(Insert name and address of organisation)* | Date |

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**<br>1 Jones Road,<br>O.R. Tambo International Airport<br>Kempton Park<br>Gauteng<br>1632 | |
| Name & Signature of witness | *(Insert name and address of organisation)* | *(Insert name and address of organisation)* |
| Date | | |

**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 acc
only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as list
confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during thi

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period betv
receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the
agreement.

| | **For the Employer** | **For the Bidder** |
|---|---|---|
| Signature (s) | | |
| Name (s) | | |
| Capacity | | |
| **Name and Address** | **Airports Company South Africa SOC Limited**<br>1 Jones Road,<br>O.R. Tambo International Airport<br>Kempton Park<br>Gauteng<br>1632 | |
| Name & Signature of witness | *(Insert name and address of organisation)* | *(Insert name and addres* |
| Date | | |

# Part one - Data provided by the *Employer*

| 1 | **General** |
|---|---|

The *conditions of contract* are the core clauses and the clauses for main Option:

**E: Time based contract**

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

**X5: Sectional Completion**

**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* are clause Z1 to Z30, as applicable**

of the NEC3 Professional Services Contract, April 2013.

| | | |
|---|---|---|
| 10.1 | The *Employer* is (Name): | Airports Company South Africa Limited SOC |
| | Address: | Airports Company South Africa<br>1 Jones Road<br>O.R. Tambo International Airport<br>Kempton Park, Gauteng<br>1632 |
| | Tel No: | 011 723 1400 |
| 11.2(9) | The *services* are | Professional Engineering Services |
| 11.2(10) | The following matters will be included in the Risk Register[1]<br>• **Availability and accuracy of as-built information**<br>• **Quality and correctness of cost estimates**<br>• **Site constraints and constructability**<br>• **Access to Site (approvals and permits, police clearance required)**<br>• **Deviations from Programme & cash flow**<br>• **Delay in supply of material and equipment**<br>• **Statutory requirements and approvals**<br>• **Working on the live Runway and Taxiways** | |

| | | |
|---|---|---|
| 11.2(11) | The Scope is | in the document called Part 3: 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 for reply* is | 2 weeks |
| 13.6 | The *period for retention* is | N/A |

## 2 The Parties' main responsibilities

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

| | **access to** | ***access date*** |
|---|---|---|
| **1** | CTIA Airside | Upon signing of the contract by ACSA |
| **2** | CDSIA Airside | Upon signing of the contract by ACSA |
| **3** | GA Airside | Upon signing of the contract by ACSA |
| **4** | UPN Airside | Upon signing of the contract by ACSA |
| **5** | KIM | Upon signing of the contract by ACSA |

## 3 Time

| | | |
|---|---|---|
| 31.2 | The *starting date* is | Upon signing of the contract by ACSA |
| 11.2(3) | The *completion date* for the whole of the *services* is | 24 months after contract start date. |

11.2(6) The *key date*s and the *condition*s to be met are:

| | ***Condition* to be met** | ***key date*** |
|---|---|---|
| 1 | Stage 1 services – Inception | As per accepted program |
| 2 | Stage 2 services – Concept and Viability | As per accepted program |
| 3 | Stage 3 services – Design Development | As per accepted program |
| 4 | Stage 4 services – Document and Procurement | As per accepted program |
| 5 | Stage 5 services – Contract Administration and Inspection | As per accepted program |
| 6 | Stage 6 services - Close-out | As per accepted program |

| | | |
|---|---|---|
| 31.1 | The *Consultant* is to submit a first programme for acceptance within | 2 weeks after Contract signing Date. |
| 32.2 | The *Consultant* submits revised programmes at intervals no longer than | 4 weeks. |

## 4 Quality

| | | |
|---|---|---|
| 40.2 | The quality policy statement and quality plan are provided within | 4 weeks of the Contract Date. |
| 41.1 | The *defects date* is | 52 weeks after Completion of the whole of the *services*. |

## 5 Payment

| | | |
|---|---|---|
| 50.1 | The *assessment interval is* | 25th day of each successive month. |
| 51.1 | The period within which payments are made is | 4 weeks. |
| 51.2 | The *currency of this contract* is the | South Africa Rand (ZAR) |
| 51.5 | The *interest rate* is | The prime rate of interest (calculated on a 365-day year) charged from time to time by Nedbank Bank of South Africa for amounts due in Rands; and the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies. |
| **6** | **Compensation events** | No data required for this section of the *conditions of contract*. |
| **7** | **Rights to material** | No data required for this section of the *conditions of contract*. |
| **8** | **Indemnity, insurance and liability** | |
| 81.1 | The Consultant provides the insurance stated in | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Consultant 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 Consultant 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 |
| | The amounts of insurance and the periods for which the *Consultant* maintains insurance are | |
| 81.1 | The *Employer* provides the insurances | Refer to Insurance Schedule, Annexure C5.6. |
| **9** | **Termination** | Refer Secondary Clause X11. |
| **10** | Data for main Option clause | |
| **E** | **Time based contract** | |
| 21.4 | The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than weeks. | 4 weeks. |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is | The person selected from the Panel of Adjudicators listed in **Annexure C1** of this Contract Data, by the Party intending to refer the dispute to him. |
| W1.2(3) | The *adjudicator nominating body* is | the Chairman of the Johannesburg Society of Advocates, or his successor or his nominee. |
| W1.4(2) | **The tribunal is** | **arbitration** |
| W1.4(5) | The *arbitration procedure* is | as set out in the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |

| | | |
|---|---|---|
| | The place where arbitration is to be held is | In the city where the Site is located, within South Africa. |
| | The person or organisation who will choose an arbitrator<br>• if the Parties cannot agree a choice or<br>• if the *arbitration procedure* does not state who selects an arbitrator, is | The Chairman of the Johannesburg Advocate's Bar Council. (or his successor or his nominee). |

| | |
|---|---|
| **12** | **Data for secondary Option clauses** |
| **X5** | **Sectional Completion** |

X5.1 The *completion date* for each *section* of the *services* is:

| ***section*** | **description** | ***completion date*** |
|---|---|---|
| 1 | Stage 1 services – Inception | As per accepted program |
| 2 | Stage 2 services – Concept and Viability | As per accepted program |
| 3 | Stage 3 services – Design Development | As per accepted program |
| 4 | Stage 4 services – Document and Procurement | As per accepted program |
| 5 | Stage 5 services – Contract Administration and Inspection | As per accepted program |
| 6 | Stage 6 services - Close-out | As per accepted program |

| | |
|---|---|
| **X5 and X7** | **Sectional Completion and delay damages used together** |

X7.1
X5.1 Delay damages for late Completion of each *section* of the *services* are:

| ***section*** | **description** | **amount per day** |
|---|---|---|
| **1** | Stage 1 services – Inception | Amount per day is 0.05% up to the maximum of 10% of the total contract value |
| **2** | Stage 2 services – Concept and Viability | Amount per day is 0.05% up to the maximum of 10% of the total contract value |
| **3** | Stage 3 services – Design Development | Amount per day is 0.05% up to the maximum of 10% of the total contract value |

| | | | |
|---|---|---|---|
| | **4** | Stage 4 services – Document and Procurement | Amount per day is 0.05% up to the maximum of 10% of the total contract value |
| | **5** | Stage 5 services – Contract Administration and Inspection | Amount per day is 0.05% up to the maximum of 10% of the total contract value |
| | **6** | Stage 6 services - Close-out | Amount per day is 0.05% up to the maximum of 10% of the total contract value |

| | | |
|---|---|---|
| **X7** | **Delay damages** | |
| X7.1 | Delay damages for late Completion of the whole of the *services* are | Amount per day is 0.05% up to the maximum of 10% of the total contract value. |
| **X10** | **The *Employer's Agent*** | |
| X10.1 | The *Employer's Agent* is | Name: TBC<br><br>Address:<br>1 Jones Road<br>O.R. Tambo International Airport<br>Kempton Park<br>Gauteng<br>1632 |
| | The authority of the *Employer's Agent* is | **Includes but not limited to the following:**<br>• **To assess and process all invoices payable by the Employer.**<br>• **To manage the project on behalf of the Employer.**<br>**It is the Employer's sole discretion to amend the authority of the Employer's Agent under this contract through prior written communication to the *Consultant*.** |
| **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 | 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 | Total of the losses incurred and/or repairs to the damages |
| X18.3 | The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to | Total of the losses incurred and/or repairs to the damages |

| | | |
|---|---|---|
| X18.4 | The Employer's liability to the Consultant for The Consultant's 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. |
| X18.3 | The *end of liability date* is | As per the Prescription Act. |

**Z** ***Additional conditions of contract***

The *additional conditions of contract* are

**AMENDMENTS TO THE CORE CLAUSES**

**Z1** **Interpretation of the law**

Z1.1 **Add the following at the end of 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.

**Z2** **Add the following at the end of core clause 12:**

Z2.1 In this contract:

Z2.1.1 references to any Party to the Contract include its successors or permitted assigns;

Z2.1.2 references to the *Consultant* include the obligations of its personnel;

Z2.1.3 the references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;

Z2.1.4 references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

Z2.1.5 references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

Z2.1.6 references to “month” shall be to a calendar month;

Z2.1.7 headings are for convenience only and will not be taken into consideration in the interpretation of the Contract;

Z2.1.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;

Z2.1.9 any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;

Z2.1.10 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

Z2.1.11 the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

Z2.1.12 the rule of construction that the Contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract shall not apply;

Z2.1.13 words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;

Z2.1.14 references to a "*subsidiary*" or a "*holding company*" shall be references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "affiliate" is any company that is under common control with such subsidiary or holding company;

Z2.2 Time is of the essence in the performance of the parties' respective obligations.

**Z3 Early Warning: add the following at the end of core clause 16.2:**

The Consultant ensures that a sub-consultant attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.

**Z4 The *Consultant*'s obligations: Delete core clause 21 and replace with the following:**

Z4.1 The *Consultant* Provides the *Services* in accordance with the *Scope* and with due expedition and without delay.

Z4.2 The *Consultant's* obligation is to use the skill, care and diligence that is required of a professional providing similar services. The *Consultants* observes and/or exercise the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced *Consultant* in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Services.

Z4.3 The *Consultant* represents that he is and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.

Z4.4 The *Consultant* warrants that he has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information provided to him as at the Contract Date.

**Z5 Sub-consulting**

**Add the following as a new core clause 24.4:** "The *Consultant*, within five days of request by the *Employer*, provides proof to the *Employer* that the *Consultant's* payment obligations towards its sub-consultants have been discharged. Failure by the *Consultant* to provide such proof to the satisfaction of the *Employer* entitles the *Employer* to certify payment directly to any such sub-consultant and the *Consultant* has no recourse to recover such amounts from the *Employer*. Such direct payment does not create privity of contract between the *Employer* and such sub-consultant. The *Employer* may set-off such direct payment from the amounts due to the *Consultant*.

**Z6 Add the following as a new core clause 26: Procedure for acceptance of the Consultant's Design Documents**

Z6.1 If the Consultant assumes any design responsibility, then the *Consultant* submits the *Consultant*'s Design Documents to the *Employer* for acceptance at the times and in the manner and format stated in the Scope. For the purposes of this clause, the "***Consultant*'s Design Documents**" are the drawings, design details and specifications of work, Plant and Materials prepared by the *Consultant* for the works.

Z6.2 The *Employer* returns each *Consultant*'s Design Document to the *Consultant* marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the *Employer* marks a *Consultant*'s Design Document 'B' or 'C', he states his reasons. A reason for not accepting a *Consultant*'s Design Document is that it does not comply with:

Z6.2.1 the Scope;

Z6.2.2 any previous *Consultant*'s Design Documents which the *Employer* has returned marked 'A', or the *Employer* has returned marked 'B' and the *Consultant* has amended to incorporate the *Employer*'s comments;

Z6.2.3 the applicable laws and regulations; or

Z6.2.4 any other provision of this contract.

Z6.3 The Employer responds to the Consultant in accordance with clause Z6.2 above as soon as practicable. The *Consultant's* Design Documents shall not proceed to the next stage of the design process without the necessary response from the *Employer*, which response shall not be unreasonable delayed or withheld.

Z6.4 Where a *Consultant*'s Design Document is returned marked 'A', the *Consultant* proceeds with the relevant work in accordance with the *Consultant*'s Design Document.

Z6.5 Where a *Consultant*'s Design Document is returned marked 'B', the *Consultant* amends the *Consultant's* Design Document to incorporate the *Employer's* comments and submits the *Consultant's* Design Document as so amended to the *Employer* for the *Employer's* acceptance. The *Employer* responds to the *Consultant's* amended Design Documents above as soon as practicable. The *Consultant's* shall not proceed with the relevant work in accordance with the amended *Consultant's* Design Documents until such amendments are accepted by the *Employer*, which acceptance shall not be unreasonable delayed or withheld.

Z6.6 Where a *Consultant*'s Design Document is returned marked 'C', the *Consultant*:

Z6.6.1 amends the *Consultant*'s Design Document to incorporate the *Employer*'s comments,

Z6.6.2 re-submits it to the *Employer* for acceptance; and

Z6.6.3 does not proceed with the relevant work until the *Employer* has returned it marked 'A' or 'B' and, where it is marked 'B', has complied with clause Z6.5.

Z6.7 If the *Consultant* disagrees with a comment of the *Employer* on a *Consultant*'s Design Document marked 'B' or 'C', he notifies the *Employer* within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the Scope. The *Employer* replies within one week of receipt of the *Consultant*'s notice either confirming or withdrawing his comment. A confirmation or withdrawal by the *Employer* is not an acceptance of the *Consultant*'s opinion

Z6.8 If the *Consultant* does not notify the *Employer* within one week that he disagrees with a comment of the *Employer*, compliance with the comment does not give rise to a change in the Scope.

**Z7 Extending the defects date: add the following as a new core clause 42:**

Z7.1 If the *Employer* cannot use the work 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 work.

Z7.2 The *Employer* 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** **Assessing the amount due:**

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

**Z9** **Payment**

Z9.1 **Delete the first sentence of core clause 51.1 and replace with the following:**
Each payment is made by the Employer within three 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.

Z9.2 **Add the following as a new core clause 51.6:**
If the *Consultant* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.4 is then calculated from the delayed date by when payment is to be made.

**Z10** **Compensation events: core clause 60.1(1) is amended to read as follows:**

(1) The *Employer* gives an instruction to change the Scope, except

- a change to the Scope provided by the *Consultant* which is made either at his request or to comply with another part of the Services;
- a change to the Scope arising from a decision at a risk reduction meeting where such a change is required as a result of the *Consultant's* fault or as a consequence of a risk carried by the *Consultant*.

**Z11** **Notification of a compensation event: the last sentence of core clause 61.3 is amended to read as follows:**

If the Consultant does not notify a compensation event within four weeks of the date on which the Consultant became aware of the event or ought to have become aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date and the Employer is absolved from all liability in connection with the event.

**Z12** **Assessing compensation events: add the following at the end of core clause 63.4:**

The Consultant shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects a critical path.

**Z13** **Time periods for compensation events: add the following as a new clause 66.1:**

The time periods stipulated in this clause 6 may be amended by agreement between the Parties and the Project Manager if the Employer's internal procedures dictate that the time periods be so extended and such agreement shall not be unreasonably withheld by the Consultant.

## AMENDMENTS TO THE SECONDARY OPTION CLAUSES

**Z19** **Changes in the Law: Add the following as a new secondary option clause X2.2 (if option X2 is applicable to this Contract):**

A change in law is defined as:

- the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income; or
- any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the Consultant to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Consultant*, any Sub-Consultant or any affiliate to the *Consultant*.

**Z20** **Delay Damages: add the following to as a new secondary option clause X7.3 (if option X7 is applicable in this contract)**

If the amount due for the *Consultant*'s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Consultant's* obligation to Provide the Services.

**Z21** **Performance Bond**

Z21.1 **Amend the first sentence of secondary option 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 *Employer* has accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.

Z21.2 **Add the following as new secondary option clause 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.

**Z22** **Limitation of liability: Insert the following new clause as Option X18.4:**

Z22.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00.

Z22.2 Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the Consultant in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Consultant* shall be excluded from the calculation of the limitations of liability listed in the contract.

## ADDITIONAL Z CLAUSES

**Z23** **Cession, delegation and assignment**

Z23.1 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. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Consultant*.

Z23.2 The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.

**Z24 Joint and several liability**

Z24.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z24.2 The *Consultant* shall, within 1 week of the Contract Date, notify the *Employer* of the key person who has the authority to bind the *Consultant* on their behalf.

Z24.3 The *Consultant* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

**Z25 Ethics**

Z25.1 The *Consultant* undertakes:

Z25.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z25.1.2 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.

Z25.2 The *Consultant*'s breach of this clause constitutes grounds for terminating the *Consultant*'s obligation to Provide the Services 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.

Z25.3 If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

**Z26 Confidentiality**

Z26.1 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.

Z26.2 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*.

Z26.3 This undertaking shall not apply to –

Z26.3.1 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;

Z26.3.2 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;

Z26.3.3 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);

Z26.3.4 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*.

Z26.4 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

**Z27 *Employer*'s Step-in rights**

Z27.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within the period stated in the notification of the default by the *Project Manager*, the *Employer*, withou prejudice to his other rights, powers and remedies under the contract, may remedy the default eithe himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so or his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z27.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all requirec 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 informatior (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultan* 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.

**Z28 Liens and Encumbrances**

The *Consultant* keeps the Equipment used to Provide the Services free of all liens and othe 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 anc procures that his Sub-Consultants similarly, vis-a-vis the *Employer,* waive all liens they may have o become entitled to over such Equipment from time to time.

**Z29 Intellectual Property**

**Z29.1** Intellectual Property ("IP") rights mean 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.

**Z29.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other thar carrying out the *works.*

**Z29.3** The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence tc use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing operating and maintaining the works.

**Z29.4** The written approval of the *Consultant* is to be obtained before the *Consultant*'s IP made available tc any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Consultant*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protec its IP.

**Z29.5** 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:

**Z29.5.1** the *Consultant's* design, manufacture, construction or execution of the Works;

**Z29.5.2** the use of the *Consultant's* Equipment, or

**Z29.5.3** the proper use of the Works.

**Z29.6** 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.

## AMENDMENTS TO THE W OPTION CLAUSES

**Z30** **Dispute resolution: The following amendments are made to Option W1:**

Z30.1 **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".

Z30.2 **The following clauses are added at the end of clause W1.3:**

Z30.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z30.2.2 "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."

**Annexure C1 - Panel of Adjudicators**
One of the following adjudicators shall be selected by the referring party as and when a dispute arises.

| Potential Adjudicator | Email Address | Chamber |
|---|---|---|
| Adv. Mkhululi Duncan Stubbs | duncan.stubbs@gmail.com | Thulamela Chambers |
| Adv. Arzhar Bham SC | bhamae@law.co.za | Victoria Mxenge |
| Adv. Mohhamed Chohan SC | chohann@counsel.co.za | Group One |
| Adv. Benny Makola | benny.makola@gmail.com | Group 621 |
| Adv. Vincent Maleka SC | ivmaleka@mweb.co.za | Thulamela Chambers |
| Adv. Chris Loxton SC | loxton@counsel.co.za | Group One |

# C1.2 Contract Data – Part 2

## Part two - Data provided by the *Consultant*

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

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

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

| Clause | Statement | Data |
|---|---|---|
| 10.1 | The *Consultant* is (Name):<br>Address<br>Tel No.<br>Fax No. | |
| 22.1 | The *Consultant's key persons* are:<br>1 Name:<br>Job: | Lead Project Manager |

| | | |
|---|---|---|
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| 2 | Name: | |
| | Job: | Lead Electrical/Electronic Engineer |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| 3 | Name: | |
| | Job: | Lead Civil Engineer Site Monitoring Personnel |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| | Experience: | |

| | | |
|---|---|---|
| 11.2(3) | The *completion date* for the whole of the *services* is | **Date on which the certificate of final completion is issued.** |
| 11.2(10) | The following matters will be included in the Risk Register | • **Availability and accuracy of as-built information**<br>• **Quality and correctness of cost estimates**<br>• **Site constraints and constructability**<br>• **Access to Site (approvals and permits, police clearance required)**<br>• **Deviations from Programme & cash flow**<br>• **Delay in supply of material and equipment**<br>• **Statutory requirements and approvals**<br>• **Working on the Airside** |
| 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 signing of the contract by ACSA |
| | | 2 All relevant areas in the Airport — Upon signing of the contract by ACSA |
| | | 3 Relevant Engineering, Operational and Maintenance Personnel of ACSA — Upon signing of the contract by ACSA |

| | | | |
|---|---|---|---|
| | 4 | ACSA AWOS Project Main Contractor | Upon signing of the contract by ACSA |
| | 5 | ACSA Affected Stakeholders | Upon signing of the contract by ACSA |

# Part C2: Pricing data

**Part C2: Pricing Data**

### C2.1 Pricing Instructions

The fee for services rendered will be the standard fees and stages as per the**:**

- 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. 52691, 16 May 2025.

Bidders must only price in accordance with the pricing schedule below, as it will enable ACSA to compare priced offers. **Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.**

Guidelines amended by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in this Tender document.
- Pricing Assumptions mean the criteria as set out below, read together with all parts of this Tender document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
- A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
- A price/rate shall be entered against each item in the Activity Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero “R0.00” or “Nil” shall be entered.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel the project at any time. Should the Employer exercise this right, the below shall be applicable.
    - Termination shall be administered per the Contract (NEC3 PSC) and the ECSA 2025 Gazetted Guidelines.
    - Third Party Service Providers - If a termination is administered, Third Party Service Providers will only be paid for work done. The above applies to, Surveying, Geotechnical, Testing, Site Monitoring, Environmental Services, etc.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel a project stage at any time.
- Traveling time, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment. See disbursement Schedule.
- Tenderers must only price in accordance with the pricing schedule.
- The time-based fees will not be adjusted and are fixed.

- Project Closure fees will only be released upon completion and handover of all project documentation at the end of the project. Documents/data will be required in CAD dwg, MS Word, PDF and Excel format. All Third-Party services data must be submitted at project close out.
- The BPA provided by the Employer will contain the contingency allocation, however, the 10% contingency is not part of the professional fee due to the Service Provider unless agreed with the Employer.
- The Contingency as contained in the pricing schedule may only be utilised when approved by the Employer. A formal justification for the release of the funds is required. The justification must be linked to a change in project scope, cost, or time.
- The monthly rate for construction monitoring services shall be all inclusive i.e. Travelling expenses, for either the return office to site or return home to site journeys, accommodation. Only on approval from the Employer, may the bidder claim the cost for these services as listed in the Activity Schedule. This shall take into account all the required reports, meetings, and site inspections as stipulated in Part C3: Scope of Works.
- The Consultant will be paid based on the actual quantities of work performed as opposed to the quantities set out in the Pricing Schedule.
- Claimable disbursement cost is listed in item 4.1.1 (i)(ii) below.

### 2.1.1 Disbursements

i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;
- Miscellaneous cost (ACSA Permits, Construction Permits, Induction, Training Courses, etc)
- Travelling and accommodation for the project management services, electrical engineering professional services, civil engineering professional services, and Health and Safety Agent.

ii. No payment for disbursement will be made for the following:
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Emails (sent or received)

iii. Disbursements will be fixed costs.

iv. The professional services provider is not entitled to the disbursements and the disbursements will be paid on proven costs.

### 2.1.2 Claimable disbursement cost below:

**TYPING AND DUPLICATING (EXCLUDING VAT)**

Table 1: Rates for typing and duplicating undertaken by the consultant himself.

| From | Typing of original/master per A4 | Duplicating | | | | Printed or copied binder set | |
|---|---|---|---|---|---|---|---|
| | | On white paper | | On coloured paper | | | |
| | | A4 | A3 | A4 | A3 | A4 | A3 |
| 2009-08-15 | R20,00 | R0,55 | R1,00 | R0,65 | R1,15 | R14,00 | R18,00 |
| 2013-01-01 | R22,00 | R0,65 | R1,60 | R0,90 | R1,70 | R18,00 | R24,00 |
| 2017-09-01 | R28,00 | R0,85 | R2,10 | R1,20 | R2,40 | R26,00 | R34,00 |
| 2020-04-01 | R31,00 | R0,95 | R2,35 | R1,35 | R2,70 | R28,80 | R37,70 |

| From | Duplicating in colour | |
|---|---|---|
| | A4 | A3 |
| 2009-08-15 | *R7,00 | *R11,00 |
| 2013-01-01 | *R8,00 | *R13,50 |
| 2017-09-01 | *R8,50 | *R14,00 |
| 2020-04-01 | *R9,40 | *R15,50 |

* Payable only upon prior written approval by Departmental Project Manager.

**DRAWING DUPLICATION (EXCLUDING VAT)**

Table 2: Rates for drawing duplication undertaken by the consultant himself.

| From | Duplicating | | |
|---|---|---|---|
| | A2 | A1 | A0 |
| 2009-08-15 | R10,00 | R14,00 | R22,00 |
| 2013-01-01 | R15,00 | R20,00 | R33,00 |
| 2017-09-01 | R18,00 | R26,00 | R40,00 |
| 2020-04-01 | R19,95 | R28,80 | R44,30 |

## Airport Permit & Training Costs

### Airport Training Courses

a. AIT (Airside Induction Training)
   Initial – R 570.00 Excl. VAT
   Refresher – R 416.00 Excl. VAT

b. AVOP (Airside Vehicle Operator Permit)- Required for driving on Airside.
   Initial – R 596.00 Excl. VAT
   Refresher – R 416.00 Excl. VAT

c. General Security Awareness Training – R741 (Excl. Vat)

## C2.2 Pricing Schedule

### 2.2.1 Cost of Works

The estimated cost of works excluding VAT and contingency is as per below.

### 2.2.2 Remuneration for Professional Services

Remuneration for professional services will be based on **Option E: Time based contract** as outlined in the document below.

The pricing structure for the professional services fees are as per below activity schedule.

| **Part A: JMT Professional Services for AWOS Replacement at Cape Town International Airport.** | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Rate (ZAR)** | **Amount (ZAR)** |
| A.1 | Lead Project Manager (Pr. CPM) | Month | 24 | | |
| A.2 | Lead Electrical/Electronic Engineer (Pr. Eng) | Month | 24 | | |
| A.3 | Lead Civil Engineer (Pr. Eng) | Month | 24 | | |
| A.4 | Level 3 Construction Monitoring Resource | Month | 12 | | |
| A.5 | Health and Safety Agent | Provisional Sum | 1 | **R400 000,00** | **R400 000,00** |
| A.6 | Disbursement | N/A | N/A | N/A | N/A |
| A6.1 | Travelling | Month | 24 | | |
| A6.2 | Accommodation | Month | 24 | | |
| A6.3 | Permits and Training (Airside Induction Training (AIT) and Security Awareness Training) | Sum | 1 | | |
| **Part A: JMT Professional Services for AWOS Replacement at Cape Town International Airport: Sub-Total Excluding VAT** | | | | | |

| Part B: JMT Professional Services for AWOS Replacement at Chief Dawid Stuurman International Airport | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Rate (ZAR)** | **Amount (ZAR)** |
| B.1 | Lead Project Manager (Pr. CPM) | Month | 24 | | |
| B.2 | Lead Electrical/Electronic Engineer (Pr. Eng) | Month | 24 | | |
| B.3 | Lead Civil Engineer (Pr. Eng) | Month | 24 | | |
| B.4 | Level 3 Construction Monitoring Resource | Month | 12 | | |
| B.5 | Health and Safety Agent | Provisional Sum | 1 | **R400 000,00** | **R400 000,00** |
| B.6 | Disbursement | N/A | N/A | N/A | N/A |
| B6.1 | Travelling | Month | 24 | | |
| B6.2 | Accommodation | Month | 24 | | |
| B6.3 | Permits and Training (Airside Induction Training (AIT) and Security Awareness Training) | Sum | 1 | | |
| **Part B: JMT Professional Services for AWOS Replacement at Chief Dawid Stuurman International Airport: Sub-Total Excluding VAT** | | | | | |

| Part C: JMT Professional Services for AWOS Replacement at George Airport | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Rate (ZAR)** | **Amount (ZAR)** |
| C.1 | Lead Project Manager (Pr. CPM) | Month | 24 | | |
| C.2 | Lead Electrical/Electronic Engineer (Pr. Eng) | Month | 24 | | |
| C.3 | Lead Civil Engineer (Pr. Eng) | Month | 24 | | |
| C.4 | Level 3 Construction Monitoring Resource | Month | 12 | | |
| C.5 | Health and Safety Agent | Provisional Sum | 1 | **R400 000,00** | **R400 000,00** |
| C.6 | Disbursement | N/A | N/A | N/A | N/A |
| C6.1 | Travelling | Month | 24 | | |
| C6.2 | Accommodation | Month | 24 | | |
| C6.3 | Permits and Training (Airside Induction Training (AIT) and Security Awareness Training) | Sum | 1 | | |
| **Part C: JMT Professional Services for AWOS Replacement at George Airport: Sub-Total Excluding VAT** | | | | | |

| Part D: JMT Professional Services for AWOS Replacement at Upington International Airport | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Rate (ZAR)** | **Amount (ZAR)** |
| D.1 | Lead Project Manager (Pr. CPM) | Month | 24 | | |
| D.2 | Lead Electrical/Electronic Engineer (Pr. Eng) | Month | 24 | | |
| D.3 | Lead Civil Engineer (Pr. Eng) | Month | 24 | | |
| D.4 | Level 3 Construction Monitoring Resource | Month | 12 | | |
| D.5 | Health and Safety Agent | Provisional Sum | 1 | **R400 000,00** | **R400 000,00** |
| D.6 | Disbursement | N/A | N/A | N/A | N/A |
| D6.1 | Travelling | Month | 24 | | |
| D6.2 | Accommodation | Month | 24 | | |
| D6.3 | Permits and Training (Airside Induction Training (AIT) and Security Awareness Training) | Sum | 1 | | |
| **Part D: JMT Professional Services for AWOS Replacement at Upington International Airport** | | | | | |

| E: JMT Professional Services for AWOS Replacement at Upington International Airport | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Rate (ZAR)** | **Amount (ZAR)** |
| E.1 | Lead Project Manager (Pr. CPM) | Month | 24 | | |
| E.2 | Lead Electrical/Electronic Engineer (Pr. Eng) | Month | 24 | | |
| E.3 | Lead Civil Engineer (Pr. Eng) | Month | 24 | | |
| E.4 | Level 3 Construction Monitoring Resource | Month | 12 | | |
| E.5 | Health and Safety Agent | Provisional Sum | 1 | **R400 000,00** | **R400 000,00** |
| E.6 | Disbursement | N/A | N/A | N/A | N/A |
| E6.1 | Travelling | Month | 24 | | |
| E6.2 | Accommodation | Month | 24 | | |
| E6.3 | Permits and Training (Airside Induction Training (AIT) and Security Awareness Training) | Sum | 1 | | |
| **Part E: JMT Professional Services for AWOS Replacement at Upington International Airport: Sub-Total Excluding VAT** | | | | | |

| Summary | | |
|---|---|---|
| **Item** | **Description** | **Total Amount Excluding VAT** |
| 1 | Part A: JMT Professional Services for AWOS Replacement at Cape Town International Airport: Sub-Total Excluding VAT | |
| 2 | Part b: JMT Professional Services for AWOS Replacement at Chief Dawid International Airport: Sub-Total Excluding VAT | |
| 3 | Part C: JMT Professional Services for AWOS Replacement at George Airport: Sub-Total Excluding VAT | |
| 4 | Part D: JMT Professional Services for AWOS Replacement at Upington International Airport: Sub-Total Excluding VAT | |
| 5 | Part E: JMT Professional Services for AWOS Replacement at Upington International Airport: Sub-Total Excluding VAT | |
| **6** | **Sub-Total Excluding VAT** | |
| 7 | Contingency @ 10% | |
| **8** | **Grand Total Excluding VAT** ***(Carry over to Form of Offer and Acceptance)*** | |

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender: **JOINT MONITORING TEAM PROFESSIONAL SERVICES FOR THE DESIGN, SUPPLY, INSTALLATIONS AND COMMISSIONING OF NEW AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS), AS WELL AS DECOMMISSIONING OF THE EXISTING WEATHER OBSERVATION SYSTEMS (AWOS) AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA), GEORGE AIRPORT (GRJ), CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA), UPINGTON AIRPORT (UPN) AND KIMBERLY AIRPORT (KIM) FOR A PERIOD OF 24 MONTHS** has been based. I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda of this Tender.

**NB: BIDDERS MUST COMPLETE THE FORM OF OFFER IN FULL AND SIGN. REFER TO C1.1.**

**SIGNED ON BEHALF OF THE TENDERER**: ……

### 2.2.3 **Time-Based Services Rate Card**

It is acknowledged that the Lead Resource may, where appropriate, be supported by a team comprising senior, intermediate, and junior personnel to facilitate skills transfer, mentoring, and efficient service delivery. Accordingly, the Lead Resource may not personally perform all assigned tasks and may delegate specific activities to suitably qualified team members under their direct supervision and accountability. All work performed by delegated resources shall be subject to the review, oversight, and quality assurance processes of the Lead Resource.

For time-based services, fees shall be charged based on the hourly rate applicable to the resource category that performed the work. Where work is delegated by a Lead Resource to senior, intermediate, or junior personnel under their supervision, the time expended by each resource shall be recorded and billed at the applicable rate for that resource category. The Lead Resource shall remain accountable for the quality, coordination, and technical oversight of all delegated work.

| Item | Working Area | Resources | Unit | Amount (Rands) |
|---|---|---|---|---|
| 1 | Project Management | Lead Project Manager | Hour | |
| | | Project Manager | Hour | |
| | | Junior Project Manager | Hour | |
| 2 | Electrical Engineering | Lead Electrical Engineer | Hour | |
| | | Electrical Engineer | Hour | |
| | | Junior Electrical Engineer | Hour | |
| 3 | Civil Engineering | Lead Civil Engineer | Hour | |
| | | Civil Engineer | Hour | |
| | | Junior Civil Engineer | Hour | |

**Part C3: SCOPE OF WORK**

## C3.1: Employer's Scope

### 3.1.1 Project Background

The purpose of the Automated Weather Observation System (AWOS) is the provision of meteorological service by providing accurate and real-time weather data for air navigation to contribute towards aviation safety, regularity, flight operations, air traffic operations, and efficiency of international air navigation. AWOS collects, processes, monitors, distributes and archives meteorological data measured by a dedicated set of meteorological sensors located along the runways and provide the South African Weather Services (SAWS), Air Traffic Controllers, and Pilots with necessary meteorological data as defined by the International Civil Aviation Organisation.

The ACSA fixed asset register (FAR) indicates that the CTIA AWOS is still at its midlife of its lifespan, while GRG and CDSIA are operating beyond lifespan however they received a midlife upgrade to prolong their lifespan. The different installation dates and ownership status of each AWOS is indicated below.

| Airport | | Installation | Upgrade | Life Span (yrs) | FAR Useful Life (yrs) | Ownership |
|---|---|---|---|---|---|---|
| CTIA | | 2016 | N/A | 9 | 15 | ACSA |
| GRJ | | 2005 | 2013 | 20 | 15 | ACSA |
| CDSIA | | 2006 | 2017 | 19 | 15 | ACSA |
| UPN | Main | 2010 | N/A | 16 | 15 | SAWS |
| | Backup | 2014 | N/A | 12 | 15 | |
| KIM | | 2014 | N/A | 12 | 15 | SAWS |

The existing AWOS at CTIA was installed and commissioned in 2016 and is due for an upgrade in 2026. The AWOS currently in operation has started malfunctioning by not relaying the required updated weather information to the air traffic controllers and the South African Weather Service. The system now requires constant and excessive rebooting which is operationally undesirable and impact operations negatively.

The current AWOS installation at George Airport has been in operation since 2005/06, with a partial upgrade completed in 2013/14. The system is now operating beyond its useful life and requires full replacement. Many of the sensors and components, including transmitters, receivers, and lenses, have degraded over time due to age and exposure to harsh environmental conditions. This deterioration has compromised the accuracy, reliability, and consistency of meteorological data, which are critical for safe and efficient airport operations.

The current AWOS installation at CDSIA is operating beyond its useful and it requires a replacement. Many of the system's sensors have been in operation since the initial installation, and critical components such as transmitters, receivers, and lenses have degraded over time due to age and environmental exposure. This deterioration compromises the accuracy and reliability of weather measurements, which are vital for safe airport operations.

The current Automated Weather Observation System (AWOS) at Upington International Airport is owned and operated by the South African Weather Service (SAWS), with ACSA paying a monthly rental fee for the provision of meteorological data. The system has two meteorological stations, the main one and the backup meteorological station. The Main weather station was installed and commissioned in January 2010

while the backup station was installed and commissioned in December 2014. The system is now obsolete, with limited capability to measure certain critical meteorological parameters required to support safe and efficient aircraft landing operations.

Similarly to Upington, the AWOS at Kimberly Airport is owned and operated by the South African Weather Service (SAWS), with ACSA paying a monthly rental fee for the provision of meteorological data. It was commissioned in 2014/2015 and has reached the end of its useful life and has limited capability to measure certain critical meteorological parameters required to support safe and efficient aircraft landing operations.

### 3.1.2 Project Scope of Work:

The scope of works for the AWOS horizontal program entails:

- Design, supply, installation, testing and commissioning of the new meteorological sensors, electrical cabinet, and fibre network along the runways.
- Design, supply, installation, testing and commissioning of dual servers and all associated IT related infrastructure
- Design, supply, installation, testing and commissioning of the fibre network and radio link network infrastructure.
- Installation of View Mode PCs at SAWS Forecaster office, SAWS Observer Station, ATNS tower, ACSA Control Room, Electrical Maintenance Room.
- Submit a complete handover file with all design and as-built drawings, specifications, manuals and other project related documents, signed off by a Professional Engineer.
- Acceptance testing and Commissioning of the overall system

The detailed scopes of works for each site are detailed in their respective contracts with the contractor which will be provided upon award.

### 3.1.3 Joint Monitoring Team Professional Services Scope of Works

The project scope for the Joint Monitoring Team (JMT) encompasses project oversight, contract monitoring and administration, technical oversight, and quality assurance functions to support the implementation of the Automated Weather Observation System (AWOS) program. The Joint Monitoring Team (JMT) shall carry out all professional activities and validate the quality of work to successfully deliver the projects within the specified project duration and budget.

The JMT shall be composed of the following resources as a minimum:

- Lead Project Manager ((Pr. CPM or/and Pr. Eng/Pr. Tech.Eng)
- Lead Civil Engineer (Pr. Eng/ Pr. Tech.Eng)
- Lead Electrical/Electronic Engineer (Pr. Eng/ Pr. Tech.Eng)
- Level 3 monitoring resources per site
- Health and Safety Agent

#### 3.1.3.1 Professional Engineering Services (Engineering Management)

The Engineering Consultants that will form part of JMT to be appointed in line with the Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000).

The scope of services of the engineering consultants will resume from Stage 1 (Inception) up to close out (Stage 6) of Engineering Management Services. The Engineering consultants will be required to ensure that all services and deliverables are carried out in accordance with the Engineering Professional Act, 2000 (Act no. 46 of 2000).

**Stage 1 Services – Inception**

The following services shall be provided under stage 1 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5:

The JMT Consultant shall

i. Facilitate development of a clear project brief.
ii. Review and validate the project brief, objectives, scope, budget, implementation strategy and programme developed by the Design and Build Contractor in consultation with ACSA.
iii. Establish, in conjunction with the client, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.
iv. Review site constraints, operational requirements, airside restrictions, statutory requirements and stakeholder interfaces affecting the AWOS programme.
v. Establish project monitoring, reporting, governance, communication and escalation procedures.
vi. Define quality assurance, inspection, testing, commissioning and acceptance requirements applicable to the project.
vii. Develop a project monitoring framework, including key performance indicators (KPIs), quality metrics and reporting templates.
viii. Review or/develop a schedule of statutory approvals, permits, aeronautical approvals and stakeholder engagements required for implementation.
ix. Review project risk registers and mitigation measures.
x. Prepare and submit an inception review report with recommendations to ACSA.

**Typical deliverables:**

a. Inception Review Report
b. Project Monitoring Framework
c. Governance and Reporting Structure

d. Quality Assurance and Compliance Strategy
e. Integrated schedule of consents and approvals
f. Risk Review Report
g. Approval and Stakeholder Register
h. Minutes of Meetings
i. Record of all meetings.

**Stage 2 services – Concept and Viability**

The following services shall be provided under stage 2 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5.

The JMT Consultant shall:

i. Review and validate concept designs, technical solutions and system architecture proposed by the Design and Build Contractor.
ii. Verify compliance with ACSA standards, SACAA requirements, ICAO Annex 3, ICAO Annex 14, WMO standards and applicable technical specifications.
iii. Review cost estimates, implementation schedules and project assumptions.
iv. Review constructability, operability, maintainability and lifecycle considerations.
v. Review environmental, health and safety considerations incorporated into the concept design.
vi. Monitor progress against approved programmes and identify risks affecting delivery.
vii. Facilitate technical reviews and stakeholder engagements where required.
viii. Prepare technical review reports and recommendations for ACSA approval/acceptance.
ix. Verify that all required statutory approvals and technical submissions are progressing as planned.

**Typical deliverables:**

a. Concept Design Review Report
b. Compliance Assessment Report
c. Risk and Opportunity Register
d. Progress Monitoring Report
e. Signed consultant/client agreements
f. Recommendation for Progression to Stage 3

**Stage 3 Services – Design Development**

The following services shall be provided under stage 3 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5.

The JMT Engineering Consultants shall:

i. Review detailed engineering designs for compliance with contract requirements and approved concepts.
ii. Facilitate, ensure and verify coordination between different disciplines involved (civil, electrical/ electronic, communication and meteorological system), ACSA, and key stakeholders such as SAWS, ATNS, and SACAA.
iii. Facilitate multidisciplinary technical review workshops
iv. Review designs, drawings, specifications and technical documentation.
v. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme
vi. Verify incorporation of operational, maintenance, safety and reliability requirements.
vii. Conduct and record consultants' and management meetings.
viii. Facilitate input required by health and safety consultant.
ix. Facilitate design reviews for compliance and cost control.
x. Facilitate timeous technical co-ordination.
xi. Prepare design review reports and recommendations for approval and facilitate client approval of all Stage 3 documentation.

**Typical deliverables:**

a. Design Review Reports
b. Technical Compliance Reports
c. Design Risk Assessment Reports
d. Progress Monitoring Reports
e. Minutes of Design Review Meetings
f. Documentation programme
g. Record of all meetings
h. Recommendations to and facilitate approval by the client to proceed to Stage 4.

**Stage 4 services – Documentation and Procurement**

The following services shall be provided under stage 4 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5.

The JMT Engineering Consultants shall:

i. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
ii. Prepare and agree the procurement programme.
iii. Advise the client, in conjunction with the other consultants, on the appropriate insurance.
iv. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme.
v. Manage procurement process and recommend contractors for approval by the client.
vi. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.
vii. Co-ordinate and assemble the contract documentation for signature.

**Typical deliverables:**

a. Procurement programme
b. Tender/contract conditions
c. Record of all meetings
d. Obtain approval by the client of tender recommendation(s)
e. Contract documentation for signature.

**Stage 5 services – Contract Administration and Inspection**

The following services shall be provided under stage 5 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5.

The JMT Engineering Consultants shall:

i. Provide project administration, supervision and oversight on the projects.
ii. Prepare project specific manual of Procedure for Working on Airside, and align it with ACSA policies and procedures, SACAA regulations and technical standards, as well as ICAO standards and recommended practices.
iii. Facilitate input required by health and safety consultant.
iv. Review and approve construction methodology and commissioning plan/procedure on submitted by the Design and Build Contractor on behalf of the Employer for Employer acceptance.
v. Where applicable, facilitate approval of the documents and other approvals by statutory authorities

vi. Ensure all authority approvals are in place prior to commencement of works, such as AIRAC publication, NOTAMS, etc.
vii. Ensure that the implementation of the AWOS project is carried out in accordance with ACSA standards and Guidelines for the Automated Weather Observation System and as per the scope of the works.
viii. Carry out contract administration procedures in terms of the contract.
ix. Arrange site handover to the contractor.
x. Establish construction documentation issue process.
xi. Agree and monitor issue and distribution of construction documentation.
xii. Instruct the contractor on behalf of the client to appoint subcontractors.
xiii. Conduct and record regular site meetings.
xiv. Monitor, review and approve the preparation of the construction programme by the contractor.
xv. Regularly monitor performance of the contractor against the construction programme.
xvi. Adjudicate entitlements that arise from changes required to the construction programme.
xvii. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
xviii. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.
xix. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
xx. Monitor preparation of the environmental management plan by the consultant.
xxi. Establish procedures for monitoring scope and cost variations.
xxii. Monitor, review, approve and issue payment certificates.
xxiii. Receive, review and adjudicate any contractual claims.
xxiv. Monitor preparation of financial control reports by the other consultants.
xxv. Prepare and submit progress reports.
xxvi. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.
xxvii. Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate completion of the works.
xxviii. Manage the review and approval of all necessary shop details and product propriety information.

Typical Deliverables:

i. Approve construction programme
ii. Construction documentation
iii. Payment certificates

iv. Progress reports
v. Record of meetings
vi. Certificates of practical completion.

**Stage 6 services – Close-Out**

The following services shall be provided under stage 6 services in accordance with Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) Engineering Management services in section 3.3.5:

i. Co-ordinate and monitor rectification of defects
ii. Manage procurement of operation and maintenance manuals, guarantees and warranties.
iii. Manage preparation of as-built drawings and documentation.
iv. Manage procurement of outstanding statutory certificates.
v. Monitor, review and issue payment certificates
vi. Issue completion certificates.
vii. Manage agreement of final accounts.
viii. Prepare and present the project close-out report.

Typical Deliverables:

i. Completion certificates
ii. Record of necessary meetings
iii. Project close-out report.

### 3.1.3.2 Level 3 Full-Time Site Monitoring

The provision of Level 3 Full-Time Site Monitoring during construction. The full-time monitoring shall be done through an appropriately skills technician or electrician to ensure full-time representation of the JMT during the construction works at each side.

### 3.1.3.3 Construction Health and Safety Agent

The professional services contractor shall also appoint a Construction Health and Safety Agent to represent ACSA on matters relating to health and safety related to the related to the construction works of the AWOS replacement program.

### 3.1.3.4 Other Specialist Investigation/Subconsultants, If required.

- To be determined by the Lead Resources.

**Note:**

- Subconsultants will be appointed upon award of the Profession Services Contract.

- Third-Party Service Providers where applicable, its key personnel to have the relevant professional registration in accordance with their discipline. For the appointment of subconsultants, the lead consultant shall conduct a 3-quote system and submit a recommendation to award report for ACSA's approval.

**Note: Should any other Engineers or specialists perform work on this project, where applicable they shall have the necessary professional industry registration as required by the Employer.**

## C3.3 General Matters and Requirements

### 3.3.1.Form of Contract

The conditions of contract are selected from the NEC3 Professional Services Contract, April 2013. **The Form of Offers are contained on Part C1.1. Bidders are to complete the form of offers in full and sign.**

### 3.3.2. Extent of Services

Refer to Scope of Work.
The services to be provided in terms of this project are inextricably linked to the Employers capital budget. The project will be managed in accordance with the Guidelines for Services and Process for Estimating Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act no. 46 of 2000) and ACSA Project Management Processes and Procedures. The Employer reseves the right to terminate the project at any stage should no budget be available.

### 3.3.3. Reference data

A compulsory clarification session will be held to clarify the Scope of Works and answer queries. Existing Services information shall be made available when the Service Provider is appointed. All existing services information to be verified before commencing design or construction works.

### 3.3.4. Timeframes and Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The financial year ends 31 March each year, and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

The project must be delivered as part of the overall milestone delivery programme (shown below). ACSA operations cannot be affected by milestones missed and Service Providers are to therefore plan their project programmes carefully.

### 3.3.5. Reporting

Aside from the reports required in terms of this appointment (Inception, Concept, Detail Design and Cost Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of any works project.

The appointed Principal Consultant shall compile a monthly project monitoring report (Project Board Report) as an overall project performance indicator. The monthly progress report shall contain a cost report indicating expenditure in respect of both the Service Provider's appointment and the various specialists, together with the anticipated spend to the end of the financial year in question. It is anticipated the succesful bidder shall manage all consultants appointed under this contract.

The Bidder shall also make allowance for writing other reports in the pricing schedule.

### 3.3.6.Disbursements

Disbursements will be paid on a proven cost basis. (Refer to Pricing Schedule).

### 3.3.7. Use of reasonable skill and care

The Service Provider is required to provide all aspects of the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and to ensure that all legal requirements are met, and that all legal processes are adhered to.

It is important to note that the proposed infrastructure is to be built/ installed on Airside. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to operations. The Service Provider is to adhere to ACSA Occupational Health and Safety requirements at all times. No leniency will be granted for breach of policy. Resources will be required to attend Airside Induction Training before entering airside.

### 3.3.8. Meetings

Regular meetings are necessary for the management of the project, including but not limited to cost review, project board and project management meetings scheduled during the lifecycle of the project. The relevant senior personnel are expected to attend on behalf of the Service Provider and consultants as and when required.

i. **Employer Management Meetings**

The Service Provider will be expected to attend **monthly** Employer Management meetings to provide feedback on project progress. The Service Provider shall facilitate and co-ordinate

these meetings and ensure all the required project stakeholders are present. Programme, risk, and overall project issues shall be presented and proposed solutions discussed with the Employer.

**ii. Project Board Meetings**

The Service Provider will be expected to attend **monthly** Project Board meetings with the Employer. The objective of this meeting is to provide ACSA Senior Leadership with overall project progress. The Service Provider is expected to complete a Project Board Report in preparation for this meeting. On appointment, the project board report template will be shared.

**iii. Client Management (Technical/ Non-Technical meetings)**

The Service Provider shall be responsible for all aspects of the project. Regular meetings (**a minimum of 2 meetings per month**) must be held with the designated representatives of the Employer. These meetings will be structured to gain final approval and obtain technical input from Employer for all design and construction aspects of the work. The Service Provider shall arrange and co-ordinate meetings in advance to ensure all stakeholders are present.

**iv. Site Meetings & Inspections**

During Stage 5: Contract Administration and Monitoring stage of this project, the Service Provider shall convene and run **fortnightly** site meetings where the Employer and Contractor will be present. Technical meetings with the contractor may also be required to ensure the successful implementation of this project. The Service Provider shall price for all site meetings and site inspections.

**v. Ad-hoc Meetings**

The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Stakeholder Groups, or other Service Authorities, to address specific issues as and when the need arises.

**vi. General**

The Service Provider shall be represented at all meetings by at-least one of the key personnel. The Service Provider shall provide secretarial services (for record keeping purposes) at all meetings.

### 3.3.9. Payment of fees

Payment of fees shall be paid in accordance with work completed as per the agreed cash flow approved by the ACSA Project Manager. Period for payment of monthly fee claims will be 30 days from date of invoice, that is correctly submitted and approved, in line with ACSA's payment cycle.

All fee claims for Cape Town International Airport are to be addressed to:

Airports Company South Africa SOC Ltd
Cape Town International Airport
Private Bag x9002
Cape Town
7525
Vat No: 4930138393

All fee claims for George Airport are to be addressed to:
Airports Company South Africa SOC Ltd
George Airport
Private Bag x10 000
George
6530
Vat No: 4930138393

All fee claims for Chief Dawid Stuurman International Airport are to be addressed to:
Airports Company South Africa SOC Ltd
Chief Dawid Stuurman International Airport
Aeropark Office Complex
Block A, 1st Floor
Alister Miller Drive
Walmer
Vat No: 4930138393

All fee claims for Upington International Airport are to be addressed to:
Airports Company South Africa SOC Ltd
Upington International Airport
Diedericks Road
Upington
8801
Vat No: 4930138393

All fee claims for Kimberly Airport are to be addressed to:
Airports Company South Africa SOC Ltd
Kimberly Airport
Sol Paatjie
8300

Northern Cape
Kimberly
Vat No: 4930138393

and are to be submitted to invoices.acsa@airports.co.za, addressed to the ACSA Project Manager.

The Service Provider must ensure that the following are shown on the invoice:

- Service Provider Vat No. and address
- Service Provider banking details
- Employer's purchase order number;
- Employers VAT Registration no. and address
- the contract number and title; and
- the total amount claimed excluding VAT, and incl. VAT

The invoice shall also include the Project Number as per the table below:

| Airport | Project Number |
|---|---|
| **CTIA** | 3490 |
| **GRJ** | 4639 |
| **CDSIA** | 5482 |
| **KIM** | 5829 |
| **UPN** | 5522 |

### 3.3.10. Employers right to recover costs

The Employer reserves the right to recover, by way of a deduction from any amount due to the Bidder, any additional cost which the Employer incurs arising out of non-performance/negligence of the Bidder.

Although this project documents may be scrutinised by the ACSA departmental specialists, this shall in no way relieve the Service Provider of their professional responsibility for the proper and prompt execution of duties. In the event of professional default or negligence, ACSA reserves the right to claim compensation or damages. ACSA shall also be entitled to have any documentation or calculations verified by other experts. In the event of any errors being proven therein, the Service Provider will be held liable for costs resulting there from.

### 3.3.11. Place for performing specific tasks.

It is recommended that the successful bidder establish and maintain a presence at Cape Town International Airport, Chief Dawid Stuurman International Airport, and George Airport. Reference is made to the Disbursements and Claimable Costs, which will be compensated by ACSA.

It is anticipated that the majority of the bidder's deliverables will be executed on site at Cape Town International Airport, Chief Dawid Stuurman International Airport, and George Airport. During the construction phase, the successful bidder will be required to maintain a strong and continuous on-site presence to ensure effective project execution and coordination

### 3.3.12. Interface with other projects and services

The consultant/s are to make themselves aware of all other ongoing works in the vicinity of the project, communicate and manage the risks, incorporate the interface with adjacent works into the programme and liaise with the parties involved.

Where there are services such as cables and electrical services, the consultant needs to be aware of and manage the risks present and build this into the project planning.

### 3.3.13. Safety and Security

It is an explicit condition of this appointment that partners, directors and/or the members of staff who will have an insight into the planning of projects requiring a security clearance, be kept to a minimum and that such persons will not object to be submitted to a security clearance if ACSA so requires.

All documents pertaining to these projects must be stored in a safe place when not in use to ensure that the level of security of the projects is maintained.

ACSA will not accept liability for any costs in this regard. The Service Provider is to ensure that his personnel always comply with airport security and safety.

### 3.3.14. Key Personnel/Resourcing requirements

The following key personnel shall be provided as a minimum:

| | |
|---|---|
| **Lead Project Engineer (Pr. CPM or/and Pr. Eng):** | Professional Construction Project Manager with the South African Council for the Construction and Project Management Professions (SACPCMP) AND BSc/BEng/BTech in Engineering qualification AND |

| | |
|---|---|
| | has professional construction project management services work experience on completed infrastructure projects in a live operating environment within the last 15 years |
| **Lead Electrical/Electronic Engineer:** | Professional Electrical/Electronic Engineer ((Pr.Eng) or Professional Technologist Electrical/Electronic (Pr.Tech.Eng) with the Engineering Council of South African (ECSA) AND has experience on completed Automated Weather Observation System or other Navigational Aids (Airfield Ground Lighting, VHR Omnidirectional Ranger-VOR, Distance Measuring Equipment-DME or Radar Systems or Instrument Landing System) new installation or replacement or refurbishment or upgrade projects |
| **Lead Civil/Structural Engineer** | Professional Engineer ((Pr. Eng) or Professional Technologist (Pr. Tech.Eng) with the Engineering Council of South African (ECSA) AND professional services work experience on completed civil engineering or structural engineering projects. |
| **Construction Health and Safety Agent** | Professional Construction Health and Safety Agent with the South African Council for the Project and Construction Management Professions (SACPCMP) AND that the Construction Health and Safety Agent has professional Construction Health & Safety work experience |
| **Construction Monitoring Technician** | Construction Monitoring Technician (Construction Monitoring Services) or Electriciam |

The proposed structure and composition of the project team i.e., key staff members functions and proposed technical support staff in the format of a project specific organisational chart must be submitted.

The roles and responsibilities of each key staff member/expert must be set out as job descriptions. The Service Provider's key persons become a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

The Service Provider must be adequately resourced to deliver the project to the satisfaction of the Employer. Should there be a material change to the style, management, or composition of the Service Provider project delivery team which, in ACSA's opinion, substantially affects the strength of empowerment of previously disadvantaged professionals and skills transfer to such persons, then ACSA reserves the right to review the Service Providers continued involvement on this project.

In the event of the Service Provider failing to meet the agreed programme, ACSA reserves the right to insist that you supplement your resources to achieve and maintain programmed dates at no additional cost to ACSA.

In the event of the Service Provider failing to meet the agreed programme and budgetary constraints, ACSA reserves the right to take appropriate action for poor services rendered.
In the event key personnel are changed during the project lifecycle, approval must be sought from the ACSA Project Manager. Should personnel not meet the criteria of this Tender, ACSA reserves the right to terminate this appointment.

In the event of the Service Provider repeatedly breaching any of the items of this appointment in such manner that your conduct is inconsistent with the intention or ability to carry out the provisions of this appointment then ACSA shall be entitled at its sole discretion to prematurely terminate this appointment.

### 3.3.15. As-built documentation

All Consultants appointed for this project, shall submit Close Out documents at the end of the project lifecycle. During the submission of such documents to the Employer, the Principal Lead/ Project Manager will be required to provide written and signed off confirmation that the As-Built and Close Out information submitted to the Employer is a true reflection of what is built on site.

### 3.3.16. Approvals

The Service Provider shall be responsible for overseeing/ managing the following approvals:

- Approval of the implementation project programme
- Approval to proceed to various project stages.
- Approval to commence construction works.
- Wayleave approval or permits from all service authorities (*if required*).

Notwithstanding approvals received from the Employer, the Service Provider shall remain responsible for all work carried out in terms of this contract from stage 5 until project close-out.

### 3.3.17. Access to site

At Cape Town International Airport, George Airport, Chief Dawid Stuurman International Airport, Upington International Airport, and Kimberly Airport access to public areas is not restricted, however, personal access permits are required for access to restricted areas. The Service Provider will be required to apply for such personal access permits prior to the commencement of the project.

The Service Provider shall make provision for the cost of obtaining permits in the pricing schedule. All resources must display a personal access permit when on site. (Refer to ACSA permit cost contained under the disbursement schedule).

Permits shall be obtained before access will be granted to airside. When access is required to site, the Employer shall be informed in advance.

### 3.3.18. Format of communication

All requests for formal approval from the Employer, or any other body, shall be submitted in writing. Ad-hoc communication between the Employer and the Service Provider may be conducted in electronic format (e-mail).
All drawings, final reports and contract documents shall be submitted for approval in hardcopy format or unless agreed otherwise with Employer.

### 3.3.19. Previous Correspondence

Previous correspondence or discussion of whatever nature that has taken place about this appointment shall be deemed to be null and void and superseded by the terms and conditions contained herein.

### 3.3.20. Local Content

It is the policy of ACSA to give preference to South African manufacturers. The team is requested to ensure that, wherever possible, designs are based on locally manufactured equipment and materials, which can meet the specification requirements at competitive prices.

### 3.3.21. Copy Right

All intellectual property rights, including copyright in all drawings, designs, and documentation produced for this project, shall vest in and be ceded to ACSA

### 3.3.22. Professional Indemnity and Public Liability Insurance

Refer to Annexure C5.6 - ACSA Insurance requirements.

### 3.3.23. Non-disclosure

All information pertaining to this project, including but not limited to design information, annexures, and any supporting documentation, shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of ACSA.

All individuals involved in the project shall be required to enter into and sign a non-disclosure agreement (NDA).

### 3.3.24. Applicable National and International Standards

The Service Provider shall ensure full compliance with all applicable national and international standards in the execution of its work, including that of its sub-consultants, during the design process and the preparation of project specifications. International standards shall only be applied where no relevant South African national standards exist, or where their use is industry practice.

All designs shall comply with applicable bylaws, statutory requirements, and building regulations.

Aviation-related designs or works shall comply with relevant International Civil Aviation Organization (ICAO) standards, as well as the South African Civil Aviation Authority (SACAA) Civil Aviation Regulations (CARs) and Civil Aviation Technical Standards (CATS), in addition to Airports Company South Africa (ACSA) policies and procedures.

All projects shall be managed in accordance with the ACSA Project Management Manual and associated processes.

**Part C4: Site Information**

The sites are located at Cape Town International Airport (CTIA), George Airport (GRJ), Chief Dawid Stuurman Airport (PLZ), Upington International Airport, and Kimberly Airport. The majority of the works will be undertaken within restricted areas, predominantly on the airside of the airports.

The Consultant is hereby reminded that these facilities are designated National Key Points and, as such, strict compliance with all applicable airport rules, procedures, and regulatory requirements is mandatory. This includes, but is not limited to, adherence to health and safety protocols, environmental management requirements, security regulations, fire safety standards, and access control procedures.

All personnel shall obtain the necessary security clearances, permits, and inductions prior to accessing the sites. Movement within airside areas shall be controlled and coordinated with the relevant airport authorities, and all activities must be planned to minimise disruption to airport operations.

The Consultant shall also ensure compliance with all applicable national legislation, ACSA standards, and aviation regulatory requirements, including those of the South African Civil Aviation Authority (SACAA), where applicable.

Aerial images of the respective airports are provided below for reference.



Figure C4.1: CTIA Aerial View Image

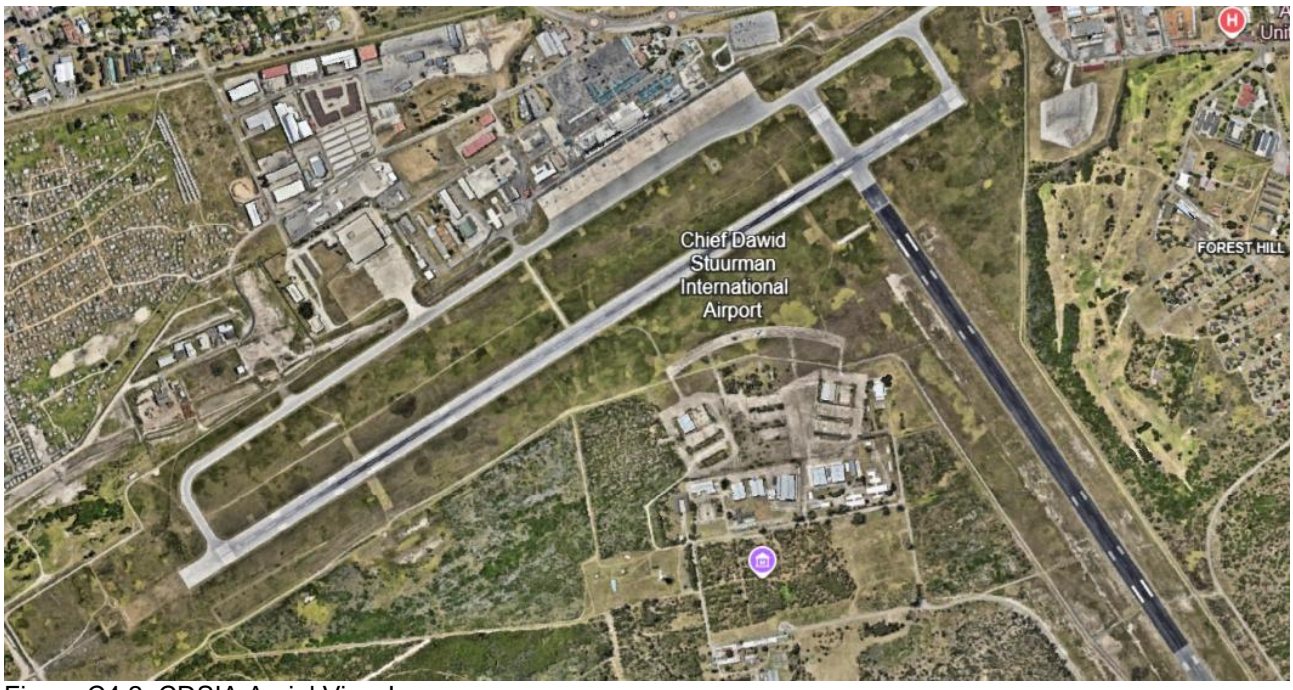



Figure C4.2: CDSIA Aerial View Image




Figure C4.3: GRJ Aerial View Image



Figure C4.4: UPN Aerial View Image

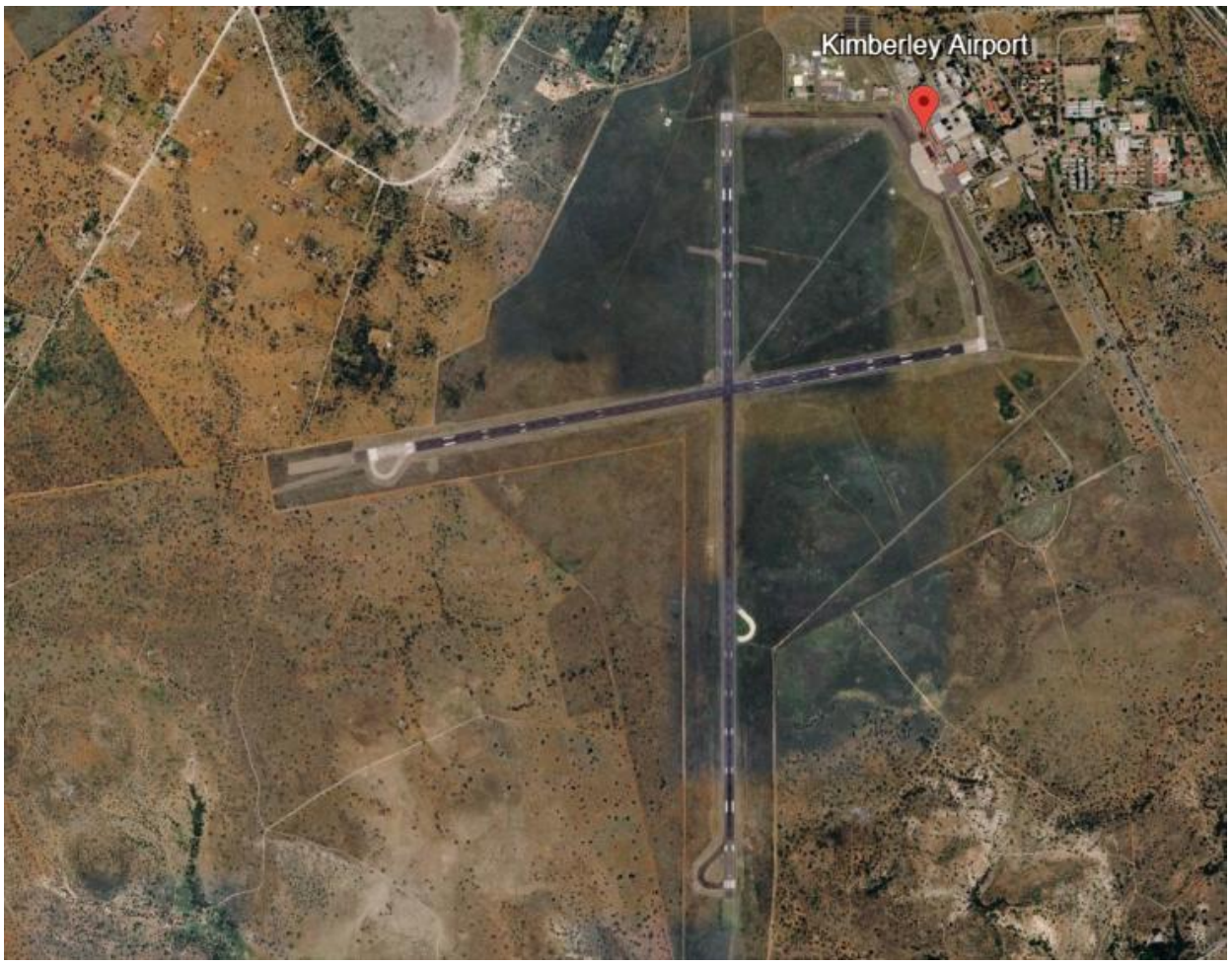



Figure C4.5: KIM Aerial View Image

**Part C5: Annexures**

| Annexure | Description | Comments |
|---|---|---|
| Annexure C5.1 | ACSA Generic Occupational Health and Safety Specifications | |
| Annexure C5.2 | Occupational Health And Safety Mandatary Agreement | |
| Annexure C5.3 | ACSA Baseline Hazard identification risk assessment (HIRA) | |
| Annexure 5.4 | Environmental Terms and Conditions to Commence Work | |
| Annexure C5.5 | POPI Act Agreement | |
| Annexure C5.6 | ACSA Insurance Clauses | Attached separately |

**Annexure C5.1: ACSA Generic Occupational Health and Safety Specifications**

**Project:** THE DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AUTOMATED WEATHER OBSERVATION SYSTEM AT CAPE TOWN INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT, GEORGE AIRPORT, KIMBERLY AIRPORT, AND UPINGTON AIRPORT, FOR AIRPORTS COMPANY SOUTH AFRICA FOR A PERIOD OF 24 MONTHS.

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

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

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

**1. SCOPE**

This Specification is intended for all ACSA Service Providers.

**2. DEFINITIONS**

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

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

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

**Contractor:** means an employer who performs construction work;

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

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition.

  to a building or any similar structure; or

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

**Competent person:** means a person who,

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

b) is familiar with the Act and with the applicable regulations made under the Act;

**Designer:** means

a) competent person who

   (a) prepares a design;

   (b) checks and approves a design; or

(c) arranges for any person at work under his or her control to prepare a design

(d) including an employee of that person where he/she is the employer or

(e) designs temporary work, including its components,

b) an architect or engineer contributing to, or having overall responsibility for a design;

c) a building services engineer designing details for fixed plant;

d) a surveyor specifying articles or drawing up specifications;

e) A Contractor carrying out design work as part of a design and building project; or

f) an interior designer, shop-fitter or landscape architect;

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

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

**Hazard:** means a source of or exposure to danger

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

**Risk assessment:** means the process contemplated in paragraph10 of the specifications.

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

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

## 3. NOTIFICATION OF CONSTRUCTION

*(Construction Regulation 4)*

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

(a) include excavation work;

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

(c) include the demolition of a structure; or

(d) Include the use of explosives to perform construction work.

## 4. DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR

*(Construction Regulation 7)*

**The Principal Contractor must:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The Contractor must prior to performing any construction work:**

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

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

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

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

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

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

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

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

## 5. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

*(Construction Regulation 8)*

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

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

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

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

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

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

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

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

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

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

## 7. MANDATARY AGREEMENT

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

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

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

(a) Person assigned duties in terms of the 16.2 appointees of the Act

(b) Construction Manager CR8(1)

(c) Assistant Construction Manager CR8(2) - *where applicable*

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

(e) Construction Supervisor CR8(7))

(f) Assistant Construction Supervisor CR8(8) - *where applicable*

(g) Risk Assessor CR9(1)

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

(i) Temporary Works Designer CR11(1) - *where applicable*

(j) Temporary Works Supervisor CR11(2) - *where applicable*

(k) Excavation Supervisor CR13(1)a) - *where applicable*

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

(m) Scaffolding Supervisor CR16(1) - *where applicable*

(n) Scaffolding Team leader CR16(1) - *where applicable*

(o) Scaffolding Inspector CR16(1) - *where applicable*

(p) Scaffolding Erector CR16(1) - *where applicable*

(q) Suspended Platforms Supervisor CR17(1) - *where applicable*

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

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

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

(u) Bulk Mixing Plant Supervisor CR20(1) - *where applicable*

(v) Explosive Actuated Fastening Devise Operator CR21(2)b) - *where applicable*

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

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

(y) Temporary Electrical Installations Controller CR24(c) - *where applicable*

(z) Portable Electrical Equipment Supervisor CR24(d) - *where applicable*

(aa) Fire Equipment Inspector CR29(h) - *where applicable*

(bb) First Aider GSR3(4) -- *where applicable*

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

(dd) Competent Person in Confined Space Entry GSR5(1) - *where applicable*

(ee) Gas Cutting/Welding Supervisor (GSR9(a) - *where applicable*

(ff) Ladder Supervisor and Inspector (GSR13(a) - *where applicable*

(gg) Lifting Machine Inspector (DMR18(7) - *where applicable*

(hh) Lifting Tackle Inspector (DMR18(10)e) - *where applicable*

*(ii)* Lifting Machine Supervisor (DMR18(11) - *where applicable*

(jj) Supervisor of Machinery (GMR1) - *where applicable*

(kk) Safety Representatives (OHS Act Sec.17 - *where applicable*

(ll) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - *where applicable*

(mm) Incident Investigator (GAR9(2)

(nn) Blasting Supervisor (Supervision Of Explosives Workplace ER12) - *where applicable*

## 9. HEALTH AND SAFETY DOCUMENTATION

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

**Principal Contractor's Health & Safety Policy**

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

**Health and Safety Organogram**

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

## 10. RISK ASSESSMENT

*(Construction Regulation 9)*

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

(a) the identification of the risks and hazards to which persons may be exposed to;

(b) an analysis and evaluation of the risks and hazards identified based on a documented method;

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

(d) a monitoring plan; and

(e) a review plan.

**A Contractor must** ensure that:

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

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

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

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

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

(k) review the relevant risk assessment—

i. where changes are effected to the design and or construction that result in a change to the risk profile; or

ii. when an incident has occurred.

## 11. FALL PROTECTION PLAN

*(Construction Regulation 10)*

**A Contractor must**

(a) designate a competent person to be responsible for the preparation of a fall protection plan;

(b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and

(c) take steps to ensure continued adherence to the fall protection plan.

**The Fall Protection Plan must include**

(a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;

(b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;

(c) a programme for the training of employees working from a fall risk position and the records thereof;

(d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and

(e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

**A Contractor must ensure that:**

(a) **The Construction Manager** appointed under **Construction Regulation 8(1)** is in possession of the most recently updated version of the fall protection plan.

(b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

(c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;

(d) fall prevention and fall arrest equipment are

i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and

ii. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and

(e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

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

(a) the roof work has been properly planned;

(b) the roof erectors are competent to carry out the work;

(c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;

(d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;

(e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

(f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

**Principal Contractor / Contractor - Competency Assessment**

*(Construction Regulation 7)*

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

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

## 12. ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH & SAFETY FILE

*(Construction Regulation 7)*

**The Occupational Health and Safety File**

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

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

- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.
- All other applicable records.
- An equipment inventory register, detailing all major items of equipment such as Construction Vehicles and Mobile Plant etc…

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

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

## 13. HEALTH AND SAFETY REPRESENTATIVES

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

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

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

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

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

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics

- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

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

## 14. HEALTH & SAFETY TRAINING

### Environmental Health and Safety Induction

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

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

### Induction Conducted by the Principal Contractor and Competent Person

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

### Toolbox Talks

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

### First Aid Training

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

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

## 15. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, pressure equipment, confined spaces, hot work). The Principal Contractor must ensure that such equipment is inspected by a competent person on a monthly basis and such inspections are recorded on a register. The Principal Contractor must ensure that all fire equipment is serviceable and person(s) have been professionally 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:

**(044) 876 9310 – George Airport**

**(053) 830 7145 – Kimberley Airport**

**(054) 337 7900 – Upington International Airport**

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 is 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

*(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**

*(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

*(Construction Regulation 13)*

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 always used and fixed to the structure. (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

*(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

*(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/logbook.
- 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

*(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**

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:

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

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

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

**41. NIGHT WORK**

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

**42. HOT WORK**

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 times 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

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

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

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

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

## 48. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

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

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

No dangerous weapons or firearms allowed on the construction site.

## 49. INTERNAL/EXTERNAL AUDITS

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

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

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

## 50. PENALTIES

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

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

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

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

- Failure to keep a copy of OHSACT on site.
- Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.
- Working on site without attending Safety Induction Training.
- Failure to conduct Safety Induction for personnel and visitors on site.
- Failure to issue and wear Personal Protective Clothing and Equipment.
- Failure to fully stock first aid box in accordance to the risks identified.
- Failure to disclose or report first aid cases and /or minor/major/fatalities as prescribed by the OHSACT.
- Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.
- Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.
- Failure to conduct audits and inspections as required by legislation.

- Keeping un-serviced fire equipment on site.
- Failure to make use of ablution facilities.
- Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.
- Failure to close out previously raised non-conformances.
- Failure to make and update legislative appointments.
- Failure to adhere to the OHS Act of 1993 and its regulations.

I, _____ (name & surname) of

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

Signed: _____

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

At: _____ (Airport Name)

**Annexure C5.2: OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

| **Name of Organisation:**<br><br>**AIRPORTS COMPANY SOUTH AFRICA "ACSA"** |
|---|
| **Physical Address:**<br>**Airport Company South Africa**<br><br>**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**<br>**P O Box 75480, Gardenview, Gauteng, South Africa, 2047** |

**Hereinafter referred to as "Client"**

| **Name of organisation:** |
|---|
| **Physical Address** |

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

## MANDATARY'S MAIN SCOPE OF WORK

_____

_____

### 1. Definitions

1.1 "Mandatary" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 “Client” refers to ACSA;
1.3 “Parties” means ACSA and the Contractor, and “Party” shall mean either one of them, as the context indicates;

1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;

1.5 “Stakeholder” refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;

1.6 “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended;

“The COID Act” refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 “SHE” means Safety, Health and Environment.

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
d) To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
f) Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work,.

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**2. REPORTING**

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

**3. WARRANTY OF COMPLIANCE**

3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain

such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

## 4. SHE Risk Management

4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

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

## 5. MEDICAL EMERGENCY RESPONSE

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

## 6. APPOINTMENTS AND TRAINING

6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## 7. SUPERVISION, DISCIPLINE AND REPORTING

7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.

7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

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

## 8. COOPERATION

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

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

## 9. WORK PROCEDURES

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

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

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

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

## 10. HEALTH AND SAFETY MEETINGS

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

10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not

able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

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

## 11. COMPENSATION REGISTRATION/INSURANCE

11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

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

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## 12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## 13. INCIDENT REPORTING AND INVESTIGATION

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty eight (48) hours.

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

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

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of R1 million and above.

## 14. SUBCONTRACTORS

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

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

## 15. SECURITY AND ACCESS

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

## 16. FIRE PRECAUTIONS AND FACILITIES

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

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

## 17. FACILITIES

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

## 18. HYGIENE AND CLEANLINESS

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

## 19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## 20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## 21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatory's equipment interfaces to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## 22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

## 23. PERMIT MANAGEMENT

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

23.2 In the context of the Client, the following activities are regarded as high risk activities and a permit to work shall be obtained prior to starting with the activities at any site:

- Cold Works Permit
- Hot Work Permit
- Confined Space Entry Permit
- Work At Heights Permit

## 24. TRANSPORTATION

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

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

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

## 25. CLARIFICATION

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

## 26. DURATION OF AGREEMENT

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

## 27. NON COMPLIANCE WITH THE AGREEMENT

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

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

## 28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents);

or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

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

**29. FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____
**SIGNATURE ON BEHALF OF MANDATARY** **DATE**
(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

AIRPORTS COMPANY
SOUTH AFRICA

_____ _____

**SIGNATURE ON BEHALF OF THE CLIENT AIRPORT COMPANY SOUTH AFRICA** **DATE**

Witnesses:

3. _____

4. _____

**Annexure C5.3: ACSA Baseline Hazard identification risk assessment (HIRA)**

| **Baseline Risk Assessment** | |
|---|---|
| Project Name | **THE DESIGN, SUPPLY, INSTALLATION, TEST & COMMISSIONING OF AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT CAPE TOWN INTERNATIONAL AIRPORT, FOR AIRPORTS COMPANY SOUTH AFRICA FOR A PERIOD OF 24 MONTHS** |
| Document Number: HIRA 1 | Revision Number: 001 |

1. **Risk assessment of the Project**

| **Risk Severity Definition** | **Description: Consequences (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 minor equipment damage** | **Large reduction in safety margins, a reduction in the ability of 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** |

## 2. Generic Hazard Assessment of the Project

| 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 |

**Required to Complete a Generic Hazard Assessment of the Project**

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

| | | | | |
|---|---|---|---|---|
| Vehicles on airside | Accidents and injuries | Damage to aircraft/vehicles/ property/persons | All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and is to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access | 4A |

| | | | | |
|---|---|---|---|---|
| | | | | |
| Driving on airside | Incidents | Damage to aircraft/ vehicles/property/ persons | Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio Licence training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place | 4A |

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| 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 |

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| 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 were 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 |

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| 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.<br>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 |

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| 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 |

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| 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 to be used to transport heavy items in the Parkade | 4C |

AIRPORTS COMPANY
SOUTH AFRICA

## Annexure 5.4: Environmental Terms and Conditions to Commence Work (EMS 048)

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

| ISSUE | REQUIREMENT |
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| **Environmental Policy** | Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to Environmental Management Policy T010 001P). |
| **Stormwater, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources.<br>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company immediately. Contractors shall supply their own suitable clean-up materials where required.<br>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on Company property. It is the contractor's responsibility to determine the location of these areas.<br>• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.<br>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.<br>• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.<br>• The Contractor shall comply with the applicable regulations with regard to noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.<br>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.<br>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.<br>• Contractors shall always maintain a tidy, litter free environment in their work area.<br>• Contractors must keep on file:<br>1. The name of the contracting waste company<br>2. Waste disposal site used<br>3. Monthly reports on quantities – separated into general, hazardous and recycled<br>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal<br>5. Copy of waste permit for disposal site<br>This information must be available during audits and inspections. |
| **Handling & Storage of Hazardous Chemical Substances (HCS)** | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.<br>• Materials Safety Data Sheets shall be stored with all HCS.<br>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Company immediately).<br>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. |

| ISSUE | REQUIREMENT |
|---|---|
| | • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances. |
| **Water and Energy Consumption** | The Company promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage. |
| **TRAINING & Awareness** | The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport. |

**Penalties**

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

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

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

I, _____ (name & surname) of _____ (company)

agree to the above conditions and acknowledge Airports Company South Africa SOC Limited's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

**ANNEXURE C5.5: POPIA AGREEMENT**

**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.

**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT _____ON THIS_____DAY OF _____2026.

_____

**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT _____ON THIS_____DAY OF _____2026.

AUTHORIZED SIGNATORY _____

## ANNEXURE C5.6: ACSA INSURANCE CLAUSE

The successful bidder must provide proof of insurance for the insurances listed below, before the work starts:

- Aviation liability insurance for an indemnity limit not less than R300 000 (three hundred thousand rands)
- Professional Indemnity insurance for an indemnity limit not less than R10 million (ten million rands)

Refer to Paragraph 1.6 c) and d) of the attached insurance schedule