



# NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and \_\_\_\_\_

for **The Design and Construction of a Temporary Light Steel/Aluminium Framed Structure for Accommodating Passengers at George Airport for a period of 18 months.**

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**George Airport**

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **The Design and Construction of a temporary Light Steel/Aluminium Framed Structure for accommodating passengers at George airport for a period of 18 months**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

## Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

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

Signature .....

.....

Name .....

.....

Capacity .....

.....

On behalf of *(Insert name and address of organisation)**(Insert name and address of organisation)*

Name &amp; signature of witness .....

.....

Date .....

.....

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa (reg no: [493 013 8393]), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Old Mossel Bay Road George Airport 6530</b>
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	<b>Design and construction of a temporary light steel/aluminium framed structure for accommodating passengers at George airport</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>George airport</b>
30.1	The <i>starting date</i> is.	<b>Upon signing of the Contract by ACSA</b>
11.2(2)	The <i>completion date</i> is.	<b>18 months from the Starting Date</b>
13.2	The <i>period for reply</i> is	<b>7(seven) business days</b>
40	The <i>defects date</i> is	<b>12 (twelve) months after Completion of the whole of the <i>works</i></b>
41.3	The <i>defect correction period</i> is	<b>2 (two) weeks</b>
50.1	The <i>assessment day</i> is the	<b>15th day of each successive month</b>
50.5	The <i>delay damages</i> are	<b>Amount per day is 0.05% of Contract value</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>Refer to the Insurance Clauses Section which is attached at the end of the Contract Data</b>
82.1	The <i>Employer</i> provides this insurance	<b>Refer to the Insurance Clauses Section which is attached at the end of the Contract Data</b>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>Refer to the Insurance Clauses Section which is attached at the end of the Contract Data</b>

82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is (Name)	<b>The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>[Johannesburg] South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013) and the following additional conditions:</b>		

<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>
	<b>Amendments to the Core Clauses</b>
<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z3</b>	<b>Other responsibilities:</b>
<b>Z4</b>	<b>Extending the defects date:</b>
<b>Z4.1</b>	<b>Add the following as a new clause 42.5:</b> If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 90.2, after the words “or its equivalent”:</b> “or business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	<b>Additional Z Clauses</b>
<b>Z6</b>	<b>Cession, delegation and assignment</b>
<b>Z6.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i> .
<b>Z6.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
<b>Z7</b>	<b>Joint and several liability</b>
<b>Z7.1</b>	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.

<b>Z7.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z7.3</b>	The <i>Contractor</i> 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 <i>Employer</i> .
<b>Z8</b>	<b>Ethics</b>
<b>Z8.1</b>	The <i>Contractor</i> undertakes:
<b>Z8.1.1</b>	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;
<b>Z8.1.2</b>	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
<b>Z8.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z8.3</b>	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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.
<b>Z9</b>	<b>Confidentiality</b>
<b>Z9.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z9.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z9.3</b>	This undertaking shall not apply to –
<b>Z9.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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;
<b>Z9.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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;
<b>Z9.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);



- Z9.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- 
- Z9.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- 
- Z10** ***Employer's Step-in rights***
- 
- Z10.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z10.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.
- 
- Z11** ***Liens and Encumbrances***
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- Z11.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- 
- Z12** ***Intellectual Property***
- 
- Z12.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- 
- Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- 
- Z12.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating, and maintaining the works
- 
- Z12.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- 
- Z12.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- 
- Z12.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- 
- Z12.5.2** the use of the *Contractor's* Equipment, or
- 
- Z12.5.3** the proper use of the Works.

- Z12.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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**Z13** **Dispute resolution:**

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**Z13.1** **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

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**Z13.2** **Appointment of the Arbitrator**

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

## Panel of Arbitrators

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

**Z14 Notification of a compensation event**

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

**Z15 BBBEE and Tax Clearance Certificates**

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

**Z16 Communication**

- Z16.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:  
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z16.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

**Z17 Delegation**

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

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

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 **Guidance Notes** .

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

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10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	

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63.2	The percentage for overheads and profit added to the Defined Cost for people is	___%
63.2	The percentage for overheads and profit added to other Defined Cost is	___%

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11.2(9)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
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11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	
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## INSURANCE CLAUSES

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

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

#### 1. Insurance Effected byThe Employer (Principle Controlled Insurance (“PCI”))

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

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

#### Section 1 of the Policy – Contract Works

**Contract Works Insurance** for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

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

This insurance contains the following limitations and warranties;

#### ***Open Trench Limitation***

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

#### ***Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and 2 taxiways)***

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

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

**Public Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

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

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

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

- b) **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

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

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

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

- c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of R2,000,000,000 in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

- d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

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

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

Professional Duties do not include:

- Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- Supervisor of the construction works usually undertaken by a building or engineering contractor.

1.2. The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3. The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

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

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

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

1.6. The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The Contractor/ or any other party must submit proof of insurance for all covers listed below. The deductibles applicable to the policies effected under 1.1 are as follows:

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

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

**Section 1 of the Policy – Contract Works**

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

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

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

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



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

**b) Contract Works SASRIA**

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

**c) Aviation Liability Insurance**

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

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

- In respect of contracts under R50 million at award – **R5,000,000**.
- **In respect of contracts over R50 million at award – R10,000,000.**

1.7. In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa:

**Nokulunga Masiza**

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

**Buhle Mnguni**

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured or institute any proceedings.
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker).

(Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiries on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

## 2. Insurance Effected by the Contractor.

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor:**

2.1. Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

- a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

- c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.
- d) **Insurance For Buy-Down Cover of Employer's Deductibles**  
Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.
- e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.  
Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer
- f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).
- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).
- h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.
- i) **Marine Cargo Insurance (If Applicable)**  
**Cover:** Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.  
**Sum Insured:** Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).  
Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.  
The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.
- j) **Miscellaneous Insurance**  
Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2. The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty-eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3. In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

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

#### 2.4. **Sub-Contractors**

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

**APPENDIX A**

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

**Send to: Airports Company South Africa**

**E-Mail The Following People:**

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

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

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

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

Date of loss: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Telephone/Mobile Numbers of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

## C2 Pricing Data

### C2.1 Pricing assumptions

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

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

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

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

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

**C2.2 Price List****George Airport**

Item no.	Description	Unit	Quantity	Rate	Price
1.	Final design with drawings compliant to local municipal planning office and by-laws (Both Landside + Airside)	Each	1		
2.	Municipal Approvals	Each	1		
3.	Engineers' compliance certificate (Structures)	Each	1		
4.	Prefabricated Structure	Each	1		
5.	Roofing	Each	1		
6.	Insulation	Each	1		
7.	Foundation	Each	1		
8.	Flooring	Each	1		
9.	Electrical	Each	1		
10.	IT (Provisional Sum)	Each	1	R 500 000	R500 000
11.	Air-conditioning & Ventilation	Each	1		
12.	Access Doors	Each	1		
13.	Windows & Glass Panels (Glazing / Tinted)	Each	1		
14.	Walls & Columns	Each	1		
15.	Painting	Each	1		
16.	Integration between existing and new facility	Each	1		
17.	Stormwater management	Each	1		
18.	Wayfinding, safety and directional signage	Each	1		
19.	Hoarding	Each	1		
20.	Building Refurbishment at old Fancourt lounge refer to C3 for scope of works.	Each	1		
21.	Relocation of the existing boarding gates to the new facility	Each	1		
22.	Relocation of the facility and structural frequent safety Testing	Each	1		
23.	Terminal seating	Each	20		
<b>Sub- Total A: The total of the Prices (excluding VAT):</b>					

Item no.	Description	Price
1.	Sub-Total A	
2.	Health and safety requirements (including safety file)	
3.	Contingencies (10% of Sub-Total A)	
4.	Provisional sum for Permits and Access control	R30 000
<b>Final: The total of the Prices (excluding VAT):</b>		





## C3: Scope of Work

### C3.1 Works Information

#### 1. Description of the works

The required works are the planning, design, construction and construction supervision of a light frame, quick construction structure. The design lifespan of the structure should be 5-7 years. The design should be based modules that could be prefabricated off-site and delivered to site for assembly, offsite fabrications is encouraged since the works will take place within a live airport environment and generally no airport operation disruption will be allowed.

The scope of work for the project is the planning, design, construction, and construction supervision of the following at George airport:

1. Final design with drawings compliant to applicably municipal planning office and by-laws (Including Landside + Airside Aviation Regulations)
2. Municipal Approvals
3. Engineers' compliance certificate (Structures)
4. Prefabricated Structure
5. Roofing
6. Insulation
7. Foundation & Surface beds
8. Flooring
9. Electrical
10. IT
11. Heating; Ventilation & Air-conditioning (HVAC)
12. Access Doors & Gates
13. Windows & Glass Panels (Glazing)
14. Walls & Columns
15. Painting
16. Integration between existing and new facility
17. Stormwater management
18. Wayfinding, safety and directional signage
19. Hoarding
20. Building refurbishment at old Fancourt lounge
21. Relocation of the existing boarding gates to the new facility
22. Relocation of the facility and structural frequent safety Testing
23. Terminal Seating

#### 2. Drawings

The terminal drawings will be issued to the contractor upon tender award.

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

### 3. Specifications

#### 1. Final design with drawings compliant to applicably municipal planning office and by-laws (Including Landside + Airside Aviation Regulations)

The contracting team must have (or procure under their reign) the services of design resource(s) that will be able to transpose the verbal specification found in the scope of work - into a final design to be presented to George airport as a 1<sup>st</sup> milestone (gateway 1) of the project. The design must consider passenger volumes; "look-&-feel" aspects; services and ambience elements. The second milestone (gateway 2) is for the design to consider, very importantly, the upcoming Terminal Expansion project for George Airport, earmarked for construction to start in FY2026/2027. Consideration must be satisfied on how the contractor will ensure that the overflow facility can accommodate the terminal expansion project with minimal abortive cost. The overflow facility must be used to accommodate airport operations during the construction of the bigger expansion project. The information on the terminal expansion project will be shared with the winning contractor. The minimal abortive cost must be identified clearly. The design must include fire detection, protection and evacuation installation. The design must also make provision (and give technical details) for future expansion of the facility if required.

Care should be taken to make use of prefabricated structures which will alleviate the project from lengthy approval and installation processes.

The deliverables of the two milestones (gateways) must be considered as a Phase 1 which must be approved prior to continuing to Phase 2 which is the construction phase.

#### 2. Municipal Approvals

Upon acceptance of the final design the contractor will create drawings that can be submitted to the municipal planning office for approval – including fire clearance and occupancy certificate.

The contractor must finalise the design with ACSA (including key stakeholders, like airlines; ground handlers; ATC & CAA) and submit for approval at the various entities required (i.e., local authority planning office). The final design drawings must be handed over to the in both soft copy (SHAPE, PDF and DWG) and printed (two copies in size A1, A3 and A4).

#### 3. Engineers' compliance certificate (Structures)

The structure of the overflow facility must be approved and duly certified by a structural engineer for the intended purpose. Clear guidance must be given as part of the approved certificate on how to maintain compliance during the lifespan of the facility.

#### 4. Prefabricated Structure

The use of prefabricated structures will ensure assembling and testing of the structure prior to delivery to the airport. This will shorten installation time.

The overall requirements of the structure size is 30m x 15m wide. The construction and the design for the structure should allow for de-assembly of the structure and the area to be returned to pre-construction conditions. The required structure should fit the aesthetic theme of the airport - therefore the proposed structure should incorporate use of framed and frameless glass panels and doors to fit the aesthetics of the airport. Due to the urgent need of the structure, it is envisaged that the structure will be a light steel framed structure.

## 5. Roofing

The roof of the structure should be covered with metal / non-metal roofing sheets; however, the sheets should be coloured to prevent them from producing glare that could obscure the pilots. In order to aid the fast construction, it is envisaged that the roof not be fitted with a ceiling. However, the roof must be neat and aesthetically pleasing with exposed air-conditioning ducting and other roof mounted services.

## 6. Insulation

The roof should be fitted with an “insulation blanket” or sheathing to reduce noise due to rain and make the building energy efficient. The side panels must also have insulation which must be clearly specified to reduce noise due to rain and outside ramp activities.

## 7. Foundation & Surface beds

The foundations of the structure should be designed to withstand “uplift” and all forces that the structure will be subjected to. In order to speed up the construction time, the approved design should incorporate the use of existing surface beds where possible, (the currently identified) location of the structure have a surface bed. It is however envisaged that these surface beds will require screeding/covering in order to enhance their visual appeal.

## 8. Flooring

The acceptable floor covering (adequate for high traffic in a public space) would be in the form of non-slip laminated plastic covering or non-slip floor tiles (or else – to be advised by the design team). The final floor level of the proposed structure should be raised to allow stormwater to flow around the structure without disrupting passenger movement inside the structure.

## 9. Electrical

The design should allow for sufficient electrical installation in the new structure. Electrical installation shall include all interior wiring and to all equipment such as lighting, CCTV, IT, PA and air conditioning units, fire preventions in line with SANS 10142. As far as possible multiple joints shall be avoided:

- Terminal buildings are essential to airport operations and it is a requirement that the facility is supplied from the existing essential electricity supply (generator supply). Allow for a supply cable to be installed from the terminal substation which is about 150m away. The remaining cable (if any) will be handed over to the Employer.
- All installation be made safe to life and property.
- Lighting design and installation shall comply to the required LUX levels for a Terminal departure hall as per the OHS Act.
- All lighting shall be LED with control and monitoring capability (where applicable) for daylight harvesting opportunities.
- Adequate plugs in line with seating arrangement and cleaning arrangement shall be designed.

## 10. IT

The IT component will relocate the existing boarding gates to the new structure doors - where improvement of passenger flow and throughput can be achieved. After award, the Contractor will engage with the existing service providers to facilitate the extension of the IT services into the facility.

Extension of the following critical systems is also included:

- Public Announcements
- Surveillance Cameras
- Fire systems – where compliances require because of the increased boarding lounge footprint.
- Flight Information Display Screens

**11. Heating; Ventilation & Air-conditioning (HVAC)**

Heating, ventilation, and air-conditioning should be designed to conform to Part O of the building regulations (SANS 10400 – latest edition). The floor area for HVAC designs is 450m<sup>2</sup>. The use of mobile units is encouraged where possible, however this units must be such that they meet requirements of the building regulations and other relevant standards. The use of natural ventilation is encouraged to minimise the cost of ventilation; however, this must be carried out within the limitations of the building regulations and relevant standards.

**12. Access Doors & Gates**

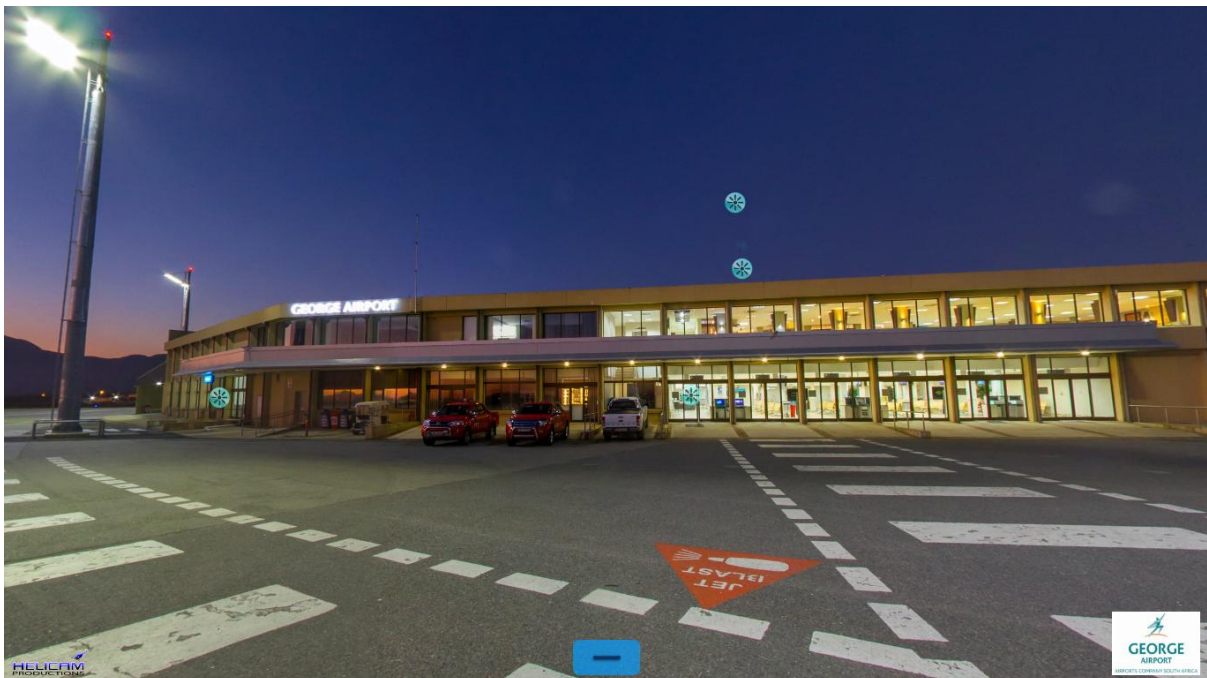
The doors of the new facility must be lockable with manual sliding mechanisms.

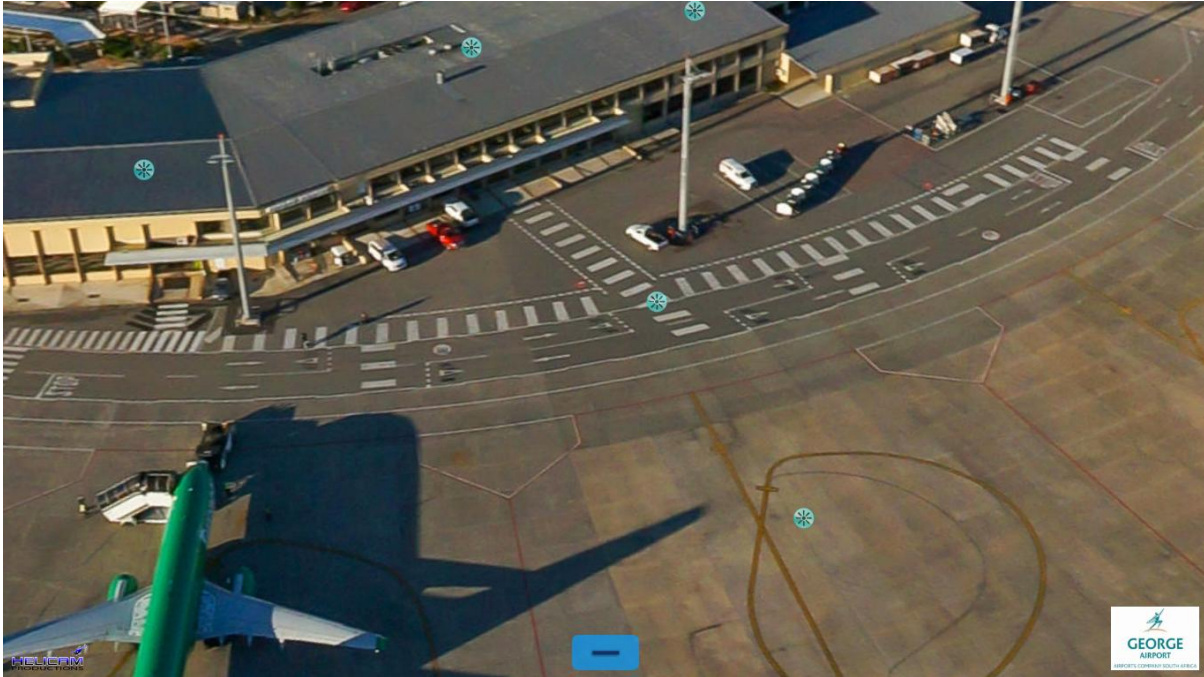
**13. Windows & Glass Panels (Glazing)**

All windows and glass panels in doors must be glazed with glazing certificates issued on hand-over.

**14. Walls & Columns**

The current aesthetic theme on the departures lounge walls is glass building envelopes with a non-distracted view to the airfield. The walls of the temporary structure should maintain and blend with this theme. As such the use of framed glass walls and frameless glass doors will be encouraged. The walls should protect the passengers from weather elements, i.e., rain, high winds & excessive sunlight (including jet blast from a code C aircraft). The glass walls should be covered with a relevant UV protection to prevent excessive sunlight into the structure. The design team is encouraged to maximise open spaces by providing clear spans, however this requirement should be balanced with the need to construct a structure that is quick to construct.





George Airport current design (“look &amp; feel”)

## 15. Painting

All painting finishing quality and colours of the new facility must match and complement the existing facilities. Applicable compliance for painting is SANS 10305-2 (parts 1 to 6).

## 16. Integration between existing and new facility

The proposed structures must be integrated with the existing terminal building to facilitate smooth passenger movement from the terminal building to the passenger staging area (i.e., the proposed structure), as such the floor levels, overhead coverings, doors etc. of the proposed building must tie with those of the existing terminal building. Handrails and bollards must be provided around the structure to guide passengers in-case of emergency evacuations and to avoid passengers wondering into the airspace. Emphasis is on the design to be “wheel-chair” friendly (people with disabilities), both at the point of transition between existing and new facilities, as well as at the new boarding gates (doors) leading to aircraft boarding.

## 17. Stormwater management

The design team must take cognisance that the location of the structure must be sloped to aid the movement of storm water. Where the structure blocks the existing stormwater path, the surface beds must be sloped to allow storm water to drain freely. In problematic areas, where applicable, new stormwater inlets must be installed into existing stormwater infrastructure, to alleviate the risk of flooding. Applicable standard for compliance, SANS 10400 – part P.

## 18. Wayfinding, safety and directional signage

The contractor must make provision for way-finding signage; safety signage and directional signage – where applicable inside and around the works area. This will ensure safe facilitation of passengers and stakeholders during the works program and even after the facility is constructed. Examples of signage required after the facility is constructed is:

- Direction to the new location of the boarding gates.
- Ablution & lift signage (also indicating its direction) from the perspective that you are inside the newly constructed facility.
- All safety signage
- Etc.

**19. Hoarding**

The contractor must provide hoarding around the works area. The intension is to visually separate the construction work from the passenger view. This will allow works to continue both after and during operational hours. All work scheduled during operational hours must be of such a nature that it does not negatively impact on airport operations and passenger safety.

As an example – hoarding can be done with the use of painted corrugated sheets and wooden posts. Hoarding will be dismantled with almost no damage and handed over to ACSA for future re-use.

**20. Refurbishment works at ex-Fancourt lounge**

The refurbishment work is included, however after award, upon assessment of the area, approval for the various work packages must be obtained from the employer prior to the activation of the refurbishment work.

- Walls/Partition
  - Refer to the Fancourt layout picture below. Supply and install aluminum stacker doors as partition walls to separate the old Fancourt lounge area from the publicly used area. The stacker doors are to be split into four sections as indicated in the layout picture below (green). The aluminum doors are to be frosted and lockable. The height of the openings is 2,6m and the length is indicated below.
  - Provision is made for the re-measurable partition works using aluminum stacker doors:
    - Doors at section 1: 4,5m stacker doors @ R\_\_\_\_\_ R/m = R\_\_\_\_\_
    - Doors at section 2: 2,1m stacker doors @ R\_\_\_\_\_ R/m = R\_\_\_\_\_
    - Doors at section 3: 3,0m stacker doors @ R\_\_\_\_\_ R/m = R\_\_\_\_\_
    - Doors at section 4: 3,4m stacker doors @ R\_\_\_\_\_ R/m = R\_\_\_\_\_
- Tiles
  - Replace all broken floor and wall tiles. Install ceramic tiles similar to that of the departures lounge.
  - Supply and install = 600x600mm ceramic tiles – similar to those installed in the departure hall.
  - Provision is made for the re-measurable tile repairs:
    - 150m<sup>2</sup> floor Tiles @R\_\_\_\_\_ R/m<sup>2</sup> = R\_\_\_\_\_
    - 150m<sup>2</sup> wall Tiles @R\_\_\_\_\_ R/m<sup>2</sup> = R\_\_\_\_\_
- Ceiling (suspended and non-suspended)
  - The existing ceiling in this area is at different heights in the different sections. The contractor must repair the existing ceilings (where required). Paint the ceiling transitions to ensure blending of colors. Contractor to supply and install the ceiling repairs
  - Supply and install ceiling tiles at alleyway leading to Info desk
  - Provision is made for the re-measurable ceiling repairs:
    - 250m<sup>2</sup> Ceilings @R\_\_\_\_\_ R/m<sup>2</sup> = R\_\_\_\_\_
- Aircon
  - Install fresh-air diffusers (x2). Tie-in fresh air supply from the existing HVAC system in the adjacent departure lounge. Refer to the HVAC installation drawing below.
  - iii. Install extraction system in the ablutions. Tie-in to the existing extraction infrastructure that runs past this facility. Refer to the HVAC installation drawing below.
  - Service and repair the existing cartridge air conditioning units. Replace the faulty wall controls.

- Ablution
  - The existing male and female ablutions must be assessed re-instated for use by the passengers. Replace toilet seats, qty = 5. Install new stainless-steel hand-dryers (motion activated), qty = 5.
  - ii. The male ablution must be transformed into a “Disabled Person” ablution, in full compliance to SANS10400-S (latest edition) i.e. ensure that the door is wide enough and that it opens outward. Install easy locking mechanism and grab rails.
  
- Tea Kitchen Reinstatement
  - Kitchen is to be reinstated to its kitchen state (including installation of cabinets, countertops, sink, kitchen appliances, etc.) along with addressing plumbing and electrical connections.
  - Removal of the existing hand wash basin
  - Design and install new kitchen cabinets (Incl of countertops (Granite), kitchen sink single bowl, bottom cupboards, dustbin drawer, microwave space, fridge space, etc.)
  - Supply and install under basin geyser with electrical and water isolation (including all its required accessories)
  - Make provision for hot/cold water
  - Replace lights and repair electrical connections
  - Repair damaged walls (highlight the wall in the drawing)
  - Supply a COC for all electrical work performed
  - The dimensions of the tea kitchen are as follows: 2.3m x 2m (dimensions to be verified onsite after award)
  
- Staircase – leading to 1st floor.
  - Assess the dry walls (frontside) under the staircase and repair all dents and surface defects. Close the open back-side of the staircase with dry walls as directed – creating a small room for cleaning utensils storage. Install a door. Paint the room inside and outside with a washable paint.

- Staircase @ each = R\_\_\_\_\_
  
- Painting
  - Allow for the painting of walls and ceilings, in areas where the removal works has impacted the surfaces negatively. All painting will be done in accordance with SANS 10305-2: 2012 (or the latest addition). The areas identified for painting will be presented by the contractor and approved by ACSA. No spot-treatment will be allowed. Where applicable singular walls or sections will be painted holistically to ensure seamless appearance of newly painted walls and other walls.
  - Provision is made for the painting of:
 

- 250m<sup>2</sup> walls @R\_\_\_\_\_ R/m<sup>2</sup> = R\_\_\_\_\_
    - 150m<sup>2</sup> Ceilings @R\_\_\_\_\_ R/m<sup>2</sup> = R\_\_\_\_\_

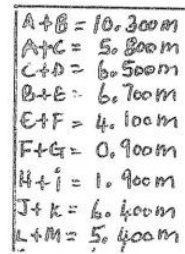
Sub-Total = R\_\_\_\_\_
  
- Boarding Gate
  - Install a boarding gate similar to the existing boarding gates in the departure hall. Location = centre of the two doors in the Fancourt Lounge. Basic design. Find specifications in pictures below. Final measurements to be done on-site.
 

- Boarding Gate @ each = R\_\_\_\_\_



- Doors
  - Replace double swing wooden door at alleyway next to Info. The door is about 1.9m wide.
    - Doors @ each = R\_\_\_\_\_
- General
  - Dismantling must occur in such a way that the items can be re-used later. Items like doors; door frames; electrical fittings; electrical cables; etcetera.
  - Carpets may be discarded.
  - All paint (undercoat + topcoats) must be of a good quality adequate for commercial surfaces. The paint must be washable. Paint colour selection to be approved by ACSA. Where it is evident that not sufficient preparation work was done prior to painting – the contractor will not be paid for those m² and re-work must take place.
- Rates:
 

○ General building works	=	R_____
○ Tiles	=	R_____
○ Ceilings	=	R_____
○ Airconditioning	=	R_____
○ Ablutions	=	R_____
○ Tea Kitchen	=	R_____
○ Staircase	=	R_____
○ Painting	=	R_____
○ Boarding Gate	=	R_____
○ Doors	=	R_____
 TOTAL	 =	 R_____



Confidential



## Boarding gates

**21. Relocation of the existing boarding gates to the new facility**

- Relocation
  - Relocate the existing boarding gate counters (x6) to the exit door of the new overflow facility.
  - There are 3 sets of physical counters. Each counter consists of two boarding gates (either side of the counter). Hence the quantity of 6 boarding gates.
  - Position the counters with sufficient space for passenger processing.
  - Move all associated infrastructure and signage
- IT and electrical infrastructure
  - The following IT and electrical infrastructure must be moved and accommodated for:
    - Existing Fids screens above each boarding gate (door), including brackets and electrical points.
    - Boarding gate PC's
    - Printers
    - Scanners
    - All existing power supplies and electrical points. This is UPS power.
    - Make provision for an intermediate distribution panel (if required) + additional cables (communication + electrical) to the new location in the furthest side of the new overflow facility.
      - Additional length approximately 50m
- Rehabilitation and provisions
  - Rehabilitate all finishing surfaces where the counters where originally located.
  - Repair and replacement of broken parts of the counter – that might brake during the move / is substandard.
  - Make provision for:
 

▪ Tiles	=	20m <sup>2</sup>
▪ Painting	=	100m <sup>2</sup>
▪ Aluminum (“kickplate”) strips on the counters	=	50m
▪ Counter panels	=	50m <sup>2</sup>
  - Pricing for the provisions must be listed per unit and only actuals will be claimed for.

**22. Relocation of the facility and structural frequent safety Testing**

- Relocation
 

After the construction of the new overflow facility, it will be required to be relocated to a new location on the airport premises to enable the bigger terminal expansion project construction to

take effect. The contractor is required to price for this relocation at current cost – which will be escalated using the yearly CPI rates. The rate here is all inclusive, i.e., de-assembly; transportation; construction; safety certification.

Cost of re-location = R\_\_\_\_\_

- Maintenance & Frequent safety testing

During the lifespan of the overflow facility – it will require maintenance for the integrity of the structural engineer's safety certificate to be upheld. The contractor is required to identify such requirements (maintenance & tests) and price for it at an annual cost. The facility is expected to be used for about 6 to 7 years. The structure will be used for various ACSA operations in future.

Maintenance & Safety Testing Year 1	=	R_____
Maintenance & Safety Testing Year 2	=	R_____
Maintenance & Safety Testing Year 3	=	R_____
Maintenance & Safety Testing Year 4	=	R_____
Maintenance & Safety Testing Year 5	=	R_____
Maintenance & Safety Testing Year 6	=	R_____
Maintenance & Safety Testing Year 7	=	R_____

Sub-total = R\_\_\_\_\_

Note: Year 1 is envisioned to be in 2026. The rates will be escalated proportionally referencing the published CPI. For illustration purposes a CPI of 7% will be utilized.

**Final Total (re-location + testing) = R\_\_\_\_\_**

### 23. Terminal Seating

The contractor must provide Terminal seating in the new facility. Specifications:

#### Silverline Stainless Steel Bench specifications

- 2.0mm Steel Cross Beam, with aluminium powder coating (2.0 x 80 x 40mm steel tube)
- Arms, legs and edges heavy duty 1.5mm stainless steel tubing (201)
- Seats 1.2mm brushed stainless steel (201) with stainless steel sides
- Suitable for indoor & outdoor use (under cover)
- 130kg Weight limit per seat
- 5 Year Warranty
- Airport bench three-seater – applicable for airport terminals
- Material = Die cast Aluminium
- Sturdy and modern-stylish in design
- Quantity = 20
- Weight = 30kgs Approximately
- Width = 175 cm (minimum)
- Height = 78 cm (minimum)
- Depth = 67 cm (minimum)



**Annexures:**

Title	Date or revision	Tick if publicly available
<b><u>A Health and Safety requirements:</u></b>		
<b><u>B Environmental requirements:</u></b>		
<b><u>C Safety file requirements:</u></b>		
<b><u>Technical specifications:</u></b>		
Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	1993	Yes

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

- Work needs to be completed against a tight program with a practical completion date of **30 November 2025**
- Works must not influence airport operations
- All work must predominantly be scheduled for after operational hours

**4.1 Meetings**

1. Project kick-off meeting between ACSA and the appointed Contractor on the agreed date.
2. 1<sup>st</sup> site meeting to occur within a week after kick-off meeting and then 1 meeting per week until project completion

**4.2 Use of standard forms**

NEC standard forms apply

**4.3 Invoicing and payment**

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

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

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

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

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

#### 4.4 Records of Defined Cost

The contractor must provide the records off personnel paid; plant and materials; sub-contracted work and equipment. These will need to be provided in the form of a excel sheet consolidating the amounts. This must be attached to each Payment Certificate submitted for review.

#### 4.5 BBBEE and preferencing scheme

The appointed Contractor is to maintain or improve on its BBBEE status as per verification certificate.

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

The Contractor shall be provided with an area where they will set up the site camp. The electrical and water supply points will be provided by the employer.

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

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

#### 4.8 Design by the Contractor

Minimum 2 preliminary design options must be presented to the ACSA key stakeholders for final selection based on optimum aesthetics; safety and airport operations. The final design must adhere to all applicable compliances and certifications.

### 5. Requirements for the programme

The appointed Contractor is to supply the ACSA project manager with:

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

The appointed Contractor is to notify the ACSA project manager in writing regarding any deviations to the above.

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

Not applicable

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

## C4: Site Information

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

#### **1. Access limitations**

All work for this project is to be conducted within the proximity of the terminal building (incorporating both landside & airside). Therefore, the contractor shall:

- a) Adhere to all Health and safety requirements
- b) Give advance notice to the Employer when work is to take place. 24 Hour notice should be the minimum notice period.
- c) The Contractor must submit a health and safety file to the ACSA project manager prior to any work on site for approval and issue of a "Works Permit". Refer to the Annexures for the generic list of safety file requirements – which is applicable against the Scope of Work.

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

N/A

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

Prior to any excavation the contractor must scan for possible underground services. Any damage to underground services must be repaired immediately prior to the continuation of the project activities. All repairs will be for the contractor's account.

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

Existing building plans will be issued to the contractor after the award of the tender. The contractor must verify the drawings against the actual conditions on the ground.

#### **5. ACSA Environmental Work Instruction**

Refer to the attached Annexures



## **ANNEXURE A: HEALTH & SAFETY REQUIREMENTS**

### OHS Specification Minor Works

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8. Administrative Controls and the Occupational Health And Safety file
9. Health and Safety Representatives
10. Health and Safety Training
11. Internal/External Audits
12. Penalties

#### **1. Scope:**

This document is applicable to all contractors working at any ACSA Airport that do not trigger the definition of Construction work as determined by the Construction Regulations 2014

#### **2. Objective**

- a) To ensure that ACSA Service Providers and Contractors comply with the requirements of the Occupational Health and Safety Act No. 85 of 1993, General Administrative Regulations and the General Safety Regulations. Other applicable requirements relating to relevant standards and SANS codes of practice also apply.
- b) To minimise and eliminate contractor's health and safety risks.
- c) To ensure that contractors submitting tenders make provision for the cost of health and safety measures to be implemented during the duration of the contract /during the construction process.
- d) When the scope of work changes to include Construction Work as defined by the Construction Regulations 2014 then the Mandatary is to contact ACSA Safety to update their paperwork

#### **3. Definitions**

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

**Contractor (also referred as Mandatary)**, is any employer who performs construction work:

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

**Employer** means subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act , 1956 (Act 28 of 1956).

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

**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** means the probability that injury or damage will occur

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

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

#### 4. Registration with Workman's Compensation or Federated Employers Mutual Association

Contractors shall 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 shall remain the Principal contractor's responsibility to furnish ACSA with a valid letter of good standing or keep a copy available for perusal by a Client, client representatives or any other person authorised thereto.

#### 5. Mandatory Agreement

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

#### 6. Letters of appointment

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) Risk Assessor CR9(1)
- (c) Fire Equipment Inspector CR29(h) - *where applicable*
- (d) First Aider GSR3(4) -- *where applicable*
- (e) Stacking Supervisor (CR28(a)) (GSR2(a))
- (f) Ladder Supervisor and Inspector (GSR13(a) - *where applicable*
- (g) Supervisor of Machinery (GMR1) - *where applicable*
- (h) Safety Representatives (OHS Act Sec.17 - *where applicable*
- (i) Hazardous Chemical Substances Controller/Coordinator HCSR10 - *where applicable*
- (j) Incident Investigator (GAR9(2))

#### 7. Health and Safety Plan

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

##### 7.1 Contractor's Health & Safety Policy

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

##### 7.2 Health and Safety Organogram

A Contractor shall provide a health & safety organogram which outlines the 16.1 appointee, 16.2 appointee, team leaders, work supervisor, assistant work supervisor, safety representatives, safety

committee members and other related appointments in terms of the OHS Act. The contact numbers should also be provided for easy reference.

### 7.3 Risk assessment

A risk assessment shall be conducted by a competent person and is to include:

7.3.1 Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related risks

7.3.2 Hazard analysis and evaluation of the identified risks and hazards;

7.3.3 A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;

7.3.4 A monitoring and review plan of risks and hazards

7.3.5 Relevant personal protective equipment or clothing to be provided which is SABS approved. The contractor shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

### 7.4 Health and Safety Representatives

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

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

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

### 7.5 Health and Safety Committee

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

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

## 8. Health and Safety Training

### 8.1 Environmental Health and Safety Induction

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

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

### 8.2 Induction Conducted by a Contractor and Competent Person

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

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

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

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

### 8.3 Toolbox Talks

A Contractor shall ensure that employees attend a formal Toolbox conducted at least on a weekly basis. Toolbox Talks shall cover a wide variety of topics related to health and safety. An

attendance register shall be completed by employees who attended such Talks. The register shall indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks shall be kept in a health and safety file and be made available to ACSA for perusal.

#### **8.4 First Aid Training**

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

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

#### **8.5 FIRE PREVENTION AND PROTECTION**

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

#### **8.6 EMERGENCY PREPAREDNESS**

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

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

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

#### **8.7 Incident or Accident Reporting and Investigation**

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

#### **8.8 PERSONAL PROTECTIVE CLOTHING/EQUIPMENT**

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

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

### **9.1 ROOF WORK**

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

### **9.2 STRUCTURE**

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

### **9.3 DESIGNER**

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

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

### **9.4 SCAFFOLDING ERECTION/DISMANTLING**

A contractor shall ensure that scaffolding is erected and dismantled under the supervision of a competent person. A letter of appointment of the scaffold erector and inspector and their proof of competency shall be provided prior commencement of work. A contractor shall ensure that all safety standards stipulated in Construction Regulation 2014 are adhered to.

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

### **9.5 EXCAVATION WORK**

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

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

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

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

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

### **9.6 DEMOLITION WORK**

A contractor shall ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 14 of OHS Act 85/1993.

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

### **9.7 EXPLOSIVE POWER TOOLS**

A contractor shall ensure that no person uses explosive power tools unless they have been properly trained, tools are properly guarded and inspected daily before use by a competent person who has been appointed in writing. A proof of such appointment and competency is kept on file for reference. A contractor shall ensure that warning signs are conspicuously displayed when explosive power tools are in use. A contractor shall ensure that all safety precautions are adhered to as stipulated in the Explosive Regulations and Construction Regulations 21.

### **9.8 PORTABLE ELECTRICAL TOOLS AND ELECTRICAL INSTALLATION**

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

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

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

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

### **9.9 LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES**

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

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

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

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

### **9.10 LADDERS**

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

### **9.11 STORAGE OF FLAMMABLE LIQUIDS**

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

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

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

#### **9.12 PRESSURE EQUIPMENT**

A contractor shall ensure that pressure equipment is identified, numbered and entered in a register. A contractor shall ensure that inspections are carried out and test of certificates are available and kept on file as per the Regulations.

#### **9.13 EMPLOYEES EXPOSED TO EXCESSIVE NOISE**

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A)) have undergone a baseline audiometric test prior commencement of employment work and SABS approved ear protection is provided and worn at all times. Where staff work in noise zones they are to undergo annual audiograms if exposed to noise between 85 dBA and 105dBA. In areas where the noise exceeds 105 dBA then bi-annual audiograms are required to be conducted for a period of 3 years until it can be proved that the employees hearing is not being compromised.

#### **9.14 STACKING AND STORAGE**

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

#### **9.15 ABLUTIONS/CHANGING/EATING FACILITY**

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

#### **9.16 HOUSEKEEPING ON SITES**

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

#### **9.17 PUBLIC SAFETY AND SECURITY**

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

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

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

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

#### **9.18 NIGHT WORK**

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

#### **9.19 HOT WORK**

A contractor shall ensure that ACSA Fire & Rescue Department is notified of any hot work to be conducted during construction work. A hot work permit accompanied with a gas free certificate shall be issued to the relevant contractor by ACSA Fire & Rescue Department when satisfied that

the area is safe and that the Contractor understands the procedure. A contractor shall ensure that a hot work procedure is adhered to at all time by his/her employees.

### **9.20 CONSTRUCTION VEHICLES**

A contractor shall ensure that all construction vehicles are maintained in a good working order, regular inspections are conducted and such records are kept on site. A contractor shall ensure that construction vehicle(s) is/are operated by only certified competent and authorised persons. A contractor shall ensure that s/he complies with the safety measures stipulated in Construction Regulation 2014 and National Road Transport Regulations, 2000.

### **9.21 HIRED PLANT AND MACHINERY**

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

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

### **9.22 ROAD WORK**

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

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

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

**9.2 First Aid and First Aid training** A Contractor must ensure that there is a first aid box where there are more than 5 employees employed. Where there are more than 10 staff members then a trained first aider is required to be appointed in writing. 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 work and a proof of certificate be submitted to ACSA for reference. The 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.

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

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

In case of medical and/or fire emergency contact ACSA Fire & Rescue Services:



**11. INTERNAL/EXTERNAL AUDITS**

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

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

**12. PENALTIES**

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

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

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

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

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

I, \_\_\_\_\_ (name & surname) of  
\_\_\_\_\_ (company) agree to the above conditions and  
acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors  
fail to comply with these conditions.

Signed: \_\_\_\_\_

On this date: \_\_\_\_\_ (dd/mm/yyyy)

At: \_\_\_\_\_ (airport name)

**ANNEXURE B: ENVIRONMENTAL REQUIREMENTS****Environmental Terms and Condition****ACSA SERVICE & MAINTENANCE CONTRACTORS  
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

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

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

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

### Penalties

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

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

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

**ANNEXURE C: SAFETY FILE REQUIREMENTS**

The generic safety requirements are detailed below – which must be completed in full referencing this project scope of work and services. The safety file must be submitted within 7 days from award to be reviewed by the ACSA OHS department. Upon approval of the safety file the OHS department will issue a “Works Permit” prior to the start of any physical work on-site.

**ACSA SHE FILE REVIEW FORM**

Contractor/Stakeholder Name:		Contract Number	
Project Manager:		Airport:	
Area where work is to be performed:			
Scope of Work			

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments		
	Section 16(1), 16(2) & 8(2)		
	SHE Representative		
	First Aider(s) (Must have formal competency)		
	Fire Marshall		
	Supervisors		
	Lifting supervisor		
	Construction 5(k)		
	CR 8(1) Construction work Manager (Must have formal competency)		
	CR 8(2) Assistant Construction work Manager		
	CR 8(5) Construction H&S Officer (Must have formal competency)		
	CR 8(7) Construction work Supervisor		
	CR 8(8) Assistant Supervisor (Must have formal competency)		
	Fall protection planner (Must have formal competency)		
	CR 13(1)(a) Excavation Supervisor (Must have formal competency)		
	Risk Assessor (Must have formal competency)		
	Incident Investigator		
	CR 16(1) /SANS 085 Scaffolding Inspector (Must have formal competency)		
	CR 18(1) Rope Access Supervisor (Must have formal competency)		
	CR 24 & EMR 9 Electrical Tool Inspector		
	CR 29(H) Fire Fighting Equipment Supervisor (Must have formal competency)		
	CR 23 Construction Vehicles & Mobile Plant Operator		
	GSR 13 Ladder Inspect		
	Portable (Hand) Tool inspector		

	CR 28(a) Stacking and Storage Supervisor (Must have formal competency)		
	HCS Supervisor (HCS Regulations)		
	OHS 19 SHE Committee Members (If more than 2 SHE Reps on site)		
	Covid-19 compliance officer		
2.	Scope of work		
3.	Covid-19 Policy		
4.	Risk assessments with covid-19 risks		
5.	Equipment and tools list		
6.	Safe working procedures including covid-19 response procedure		
7.	Procedure for employees refusing to work due to covid-19		
8.	Toolbox talks		
9.	Induction records of employees on covid-19		
10.	Reporting of OHS Surveillance Data to DoH		
11.	Vulnerable employees declaration process		
12.	Daily screening process for employees and visitors		
13.	MoU or contract for secondary screening of symptomatic persons at work		
14.	PPE issue records for employees (inclusive of cloth masks)		
15.	ACSA Safety, Health and Environmental Induction		
16.	Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Sub contractor is sub-contracting)		
17.	Valid Letter of Good Standing		
18.	Method Statement		
19.	Project Specific SHE Plan		
20.	Fall protection and rescue plan where applicable		
21.	Lifting plan where applicable		
22.	Valid <a href="#">Medicals</a> fitness certificates as per Annexure 3 of the CR 2014 regulations		
23.	ID copies of the employees on-site		
24.	Pre-populated WCL2 form		
25.	Emergency Plan and Contact details for emergencies		
26.	Proof of competencies		
27.	<a href="#">Notification of construction work</a> or <a href="#">Construction Permit</a> if applicable.		
28.	Signed Environmental Terms and Conditions to Commence Work – <a href="#">EMS 048</a> attached		
29.	Approved Airside Safety Plan		
30.	Register of sub-contractors and activities to be undertaken		

31.	Select relevant high-risk activity to be performed <ul style="list-style-type: none"> <li>• Work at Heights</li> <li>• Hot Work</li> <li>• Work on Electricity</li> <li>• Work in Confined Space</li> <li>• Excavation</li> <li>• Work on machinery</li> <li>• Other</li> </ul>		
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**MANDATORY REQUIREMENTS FOR STAKEHOLDER CONTRACTOR SHE FILE REVIEW(ONLY COMPLETE THISE SECTION IF IT IS A STAKEHOLDER'S CONTRACTOR SHE FILE FOR VETTING BY ACSA**

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Valid Letter of Good Standing		
2.	Signed Section 37(2) Agreement between Client & Principle Contractor		
3.	Signed Section 37(2) Agreement for Sub Contractor where one is used		
4.	Signed CR 5(k) Appointment letter from Client to Principle Contractor		
5.	Risk Assessment for the project		
6.	Signed ACSA EMS 048 Environmental Terms & Conditions (Please find attached)		
7.	OHS appointment letters (with proof of competencies where required) that is relevant to the work that will be performed in the project.		
8.	Client OHS Specification (Stakeholder to provide its own specification)		
9.	Method Statement		
10.	Medical fitness certificates of contractor employees as required by the Construction Regulations		
11.	Notification of construction work or Construction Permit (where required)		
12.	Emergency Response procedure & Contact details.		
13.	Valid Letter of Good Standing		
14.	Signed Section 37(2) Agreement between Client & Principle Contractor		
15.	Signed Section 37(2) Agreement for Sub Contractor where one is used		
16.	Signed CR 5(k) Appointment letter from Client to Principle Contractor		
17.	Risk Assessment for the project		
18.	Signed ACSA EMS 048 Environmental Terms & Conditions (Please find attached)		
19.	Daily screening process for employees and visitors		
20.	MoU or contract for secondary screening of symptomatic persons at work		

**EMERGENCY WORKS SHE FILE REVIEW ( ONLY COMPLETE THIS SECTION IF IT EMERGENCY WORK)**

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Valid Letter of good standing		
2.	Section 37 (2) Mandatary Agreement (Attached-to be signed)		
3.	EMS 048 Environmental Terms & Conditions (Attached-to be signed)		
4.	ACSA OHS Specification (Attached-to be signed)		
5.	Activity based risk assessment		
6.	Emergency contact details		
7.	Valid Letter of good standing		
8.	Daily screening procedure for employees and visitors		
9.	MoU or contract for secondary screening of symptomatic persons at work		

**Verification Status**

<b>SHE File Verified</b>	Yes	No	Date	
<b>General comments</b>				
<b>Details of SHE File reviewer</b>				
<b>Full name and Surname:</b>			<b>Signature:</b>	
<b>Designation:</b>				
<b>Acknowledgement by the Contract Manager</b>				
<b>Full name and Surname:</b>			<b>Signature:</b>	
<b>Designation:</b>				
<b>Acknowledgement by Contractor</b>				
<b>Full name and Surname:</b>			<b>Signature:</b>	
<b>Designation:</b>				

***NB\*The contractor remains responsible and accountable for the contents and compliance of the safety file***