

# NEC3 Engineering & Construction Contract

Between **Airports Company South Africa**  
(Registration no: 1993/004149/06)

and  
(Reg No. \_\_\_\_\_ )

for **ALTERATIONS AND TENANT FITOUT TO EXISTING  
MULTI STOREY OFFICE BUILDING: 3rd FLOOR.**

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**CONTRACT No.**

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## Part C1: Agreements & Contract Data

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## C1.1 Form of Offer & Acceptance

### Offer

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

### **ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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.

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

<sup>1</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

**For the  
tenderer:**

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

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

Name &  
signature of  
witness

Date

.....  
Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

# 1. Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. 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.

## 2. For the Tenderer:

## 3. For the Employer

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 ECC3 Contract Data

### C1.2a - Data provided by the *Employer*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1:Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>



		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at 24 Johnson Road, The Maples Office Park, Bedfordview, Johannesburg,</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>[TBC]</b>
	Address	
	Tel	
	Fax	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>[TBC]</b>
	Address	
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Availability of As Built information.</b></li> <li>• <b>Access to Site</b></li> <li>• <b>Site Constraints and Constructability</b></li> </ul>
11.2(15)	The <i>boundaries of the site</i> are	Landside
11.2(16)	The Site Information is in	<b>Part C 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part C 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>[2] weeks</b>

<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
<b>3</b>	<b>Time</b>			
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	12 weeks after the Contract Start Date.		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>	
		1	Start Date	3 weeks after contract award
		2	Submission of Programme	1 week after contract award
		3	Updates of Programme	[2] weeks after start date
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>	<b>Date</b>	
		1	3 weeks after contract award	[TBC]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	[1] week after contract award and milestones are identified agreed and signed-off by both parties.		
31.2	The <i>starting date</i> is	[3] weeks after contract award		
Among the key dates		<p>The contractor shall also indicate the date of de-establishment of the site camp.</p> <p>The contractor has 14 days to de-establish the camp, after final completion. Failing which the employer will be entitled to de-establish and dispose of the camp equipment.</p> <p>The employer will be entitled to claim any contingent costs of de-establishment from the contractor.</p>		
31.3.	Remedy on the assessment of the programme	<p>In addition to stipulating the reason for not accepting the program as provided for under this clause.</p> <p>The project manager is under obligation to point to and specify the corrections to be affected to remedy the defects identified in the programme. The contractor must accordingly correct.</p> <p>An amended project programme must be submitted after every rejection is made.</p> <p>Both parties must sign-off on the corrections affected on the programme.</p> <p>The project manager must immediately notify the employer on rejecting the programme. The project manager will also indicate in the notification the steps they are taking to remedy the situation, where necessary</p>		

		the project manager will immediately convene a risk mitigation meeting to assist further resolution. The project manager will indicate to all parties involved if the programme assessment process has in any manner impacted the project delivery time and whether filing for extension of time is necessary.
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>[3] weeks after start date, milestones are confirmed, agreed and signed-off by both parties.</b>
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>[1] year after Completion of the whole of the works.</b>
43.2	The <i>defect correction period</i> is	<b>[4] weeks</b>
47	The Contractor submits a quality plan for acceptance within:	<b>[3] weeks after start date.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>[4] weeks and must align with the milestones agreed between the parties</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>[4] weeks.</b>
51.4	The <i>interest rate</i> is	(i) <b>[2] percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by Nedbank Bank; and</b>  (ii) <b>the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The place where weather is to be recorded is:	<b>[King Shaka International Airport]</b>
	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>
		<b>the number of days with snow lying at 09:00 hours South African Time</b>
		<b>and these measurements:</b>

	The <i>weather measurements</i> are supplied by	<b>[South African Weather Service]</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>[King Shaka International Airport]</b>
	and which are available from:	<b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</b>
60.1(13)	Assumed values for the 10 year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month:	<b>As stated in Annexure A to this Contract Data provided by the Employer.</b>
<b>7</b>	<b>Title</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>See Annexure D to this Contract Data provided by the Employer.</b>
81.1	The Contractor's Risk	<b>Add:</b> <i>Definition of Force Majeure -</i> <i>The following additional conditions must satisfy:</i> <i>(1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and</i> <i>(2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i> <i>(3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i> <i>(4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i> <i>(5) The Contractor has ensured that the court order is enforced.</i>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>See Annexure D to this Contract Data provided by the Employer.</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>See Annexure D to this Contract Data provided by the Employer.</b>
84.1	The <i>Contractor</i> provides these additional insurances	<b>See Annexure D to this Contract Data provided by the Employer.</b>

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event 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 with a limit of Indemnity of not less than R [•].</b>
<b>9</b>	<b>Termination</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>92.2</b>		
	<b>P4.</b> Contractor leave the working area and removes the equipment.	<p><b>Add:</b> immediately after termination certificate is issued by the project manager.</p> <p>If within 14 days after the termination certificate is issued by the project manager to the contractor, their site camp equipment is not removed; the employer will be entitled to remove and dispose of the site camp equipment.</p> <p>The employer will defray any contingent cost from disposal. Should there be a balance for removing the equipment, the employer will be entitled to recoup it from the contractor</p>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Standard System of Measuring Building Works 2015 (Seventh Edition), SANS 1200 Standard Specifications, Particular Specifications (if applicable) and all amended as stated in the preamble to the bill of quantities and as measured for items in bill of quantities.</b>
60.6	The <i>method of measurement</i> is	<b>As stated in Part C2.1, Pricing Assumptions.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>The person appointed by ACSA from the list of adjudicators. Refer to annexure C for list of adjudicators</b>
	Address	<b>[TBC]</b>
	Tel No.	<b>[TBC]</b>
	Fax No.	<b>[TBC]</b>

e-mail

[TBC]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration.</b>
W1.4(5)	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>In the city where the Site is located, within South Africa.</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

## 12 Data for secondary Option clauses

X2	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
X7	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R[12500.00] per day up to a limit of R[175000.00]</b>
X16	<b>Retention (not used with Option F)</b>	
X16.1	The <i>retention free amount</i> is	<b>R[TBC].</b>
	The <i>retention percentage</i> is	<b>[10]% of the contract value</b>
X18	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The total of the Prices</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>

		<p>The additional excluded matters are amounts for which the <b>Contractor</b> is liable under this contract for</p> <ol style="list-style-type: none"> <li>1. Defects due to his design which arise before the Defects Certificate is issued,</li> <li>2. Defects due to manufacture and fabrication outside the Site,</li> <li>3. loss of or damage to property (other than the <b>works</b>, Plant and Materials),</li> <li>4. death of or injury to a person;</li> <li>5. damage to third party property; and</li> <li>6. infringement of an intellectual property right.</li> </ol>
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
<b>Z</b>	The <b>Additional conditions of contract</b> are	Z1 to Z24 below.

AMENDMENTS TO THE CORE CLAUSES	
<b>Z1</b>	<b>Interpretation and 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>Z1.2</b>	<b>Add the following as a new core clause 12.5:</b>
<b>Z1.2.1</b>	In this contract:
<b>Z1.2.1.1</b>	references to any Party to the Contract include its successors or permitted assigns;
<b>Z1.2.1.2</b>	references to the Contractor include the obligations of its personnel;
<b>Z1.2.1.3</b>	the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;
<b>Z1.2.1.4</b>	references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

<b>Z1.2.1.5</b>	references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
<b>Z1.2.1.6</b>	references to "month" means a calendar month;
<b>Z1.2.1.7</b>	headings are for convenience only and are not taken into consideration in the interpretation of the Contract;
<b>Z1.2.1.8</b>	where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
<b>Z1.2.1.9</b>	any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
<b>Z1.2.1.10</b>	references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
<b>Z1.2.1.11</b>	the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
<b>Z1.2.1.12</b>	the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
<b>Z1.2.1.13</b>	words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
<b>Z1.2.1.14</b>	references to a " <i>subsidiary</i> " or a " <i>holding company</i> " is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and " <i>affiliate</i> " is any company that is under common control with such subsidiary or holding company;
<b>Z1.2.1.15</b>	time is of the essence in the performance of the parties' respective obligations.
<b>Z2</b>	<b>The Project Manager and Supervisor: add the following at the end of core clause 14.2:</b>
<b>Z2.1</b>	The Project Manager and the Supervisor may take an action which they have delegated.
<b>Z3</b>	<b>Early Warning: add the following at the end of core clause 16.2:</b>
<b>Z3.1</b>	The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
<b>Z4</b>	<b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>
<b>Z4.1</b>	The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
<b>Z5</b>	<b>Subcontracting:</b>
<b>Z5.1</b>	<b>The following clause is added as a new core clause 26.4:</b> "Within 5 days of request by the <i>Project Manager</i> , the Contractor provides proof to the <i>Project Manager</i> that the Contractor's payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such



proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the Employer and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*.”

<b>Z6</b>	<b>Other responsibilities: add the following at the end of core clause 27:</b>
<b>Z6.1</b>	The <i>Contractor</i> has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.
<b>Z6.2</b>	The <i>Contractor</i> is responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> are rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z7</b>	<b>Acceleration: add the following new provisions at the end of core clause 36:</b>
<b>Z7.1</b>	The Project Manager's reply is either:
<b>Z7.1.1</b>	A notification that the quotation is accepted, in which case, the <i>Project Manager</i> changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
<b>Z7.1.2</b>	A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
	Should the Project manage be aware that there will be a delay in the delivery of the project. They are under obligation to notify the contractor and the employer. The parties together must determine the extent of the delay.
	The contractor must file the extension of time within the stipulated provision of the contract failing which they will be time barred.
<b>Z8</b>	<b>Extending the defects date: add the following as a new core clause 46:</b>
<b>Z8.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
<b>Z8.2</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>Z8.3</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>Z9</b>	<b>Quality Management System: add the following as a new core clause 47:</b>
<b>Z9.1</b>	The <i>Contractor</i> implements and maintains a quality management system with the requirements stated in the <i>Works</i> Information.
<b>Z9.2</b>	Within the period stated in the Contract Data, the <i>Contractor</i> provides the <i>Project Manager</i> with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the <i>Contractor</i> to Provide the <i>Works</i> .
<b>Z9.3</b>	If any changes are made to the quality plan, the <i>Contractor</i> provides the <i>Project Manager</i> with the changes quality plan for acceptance.

<b>Z9.4</b>	The <i>Project Manager</i> may instruct the <i>Contractor</i> to correct a failure to comply with the quality plan. This instruction is not a compensation event.
<b>Z10</b>	<b>Assessing the amount due:</b>
<b>Z10.1</b>	<b>Delete the second bullet point of core clause 50.1 and replace with the following:</b> “within thirteen weeks of termination of this Contract”
<b>Z11</b>	<b>Final assessment: add the following as a new core clause 53:</b>
<b>Z11.1</b>	The <i>Project Manager</i> makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
<b>Z11.2</b>	An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.
<b>Z11.3</b>	The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.
<b>Z12</b>	<b>Notifying compensation events:</b>
<b>Z12.1</b>	<b>Delete the last sentence in core clause 61.3 and replace with the following:</b> “If the <i>Contractor</i> does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the <i>Employer</i> is absolved from all liability in relation to such event.”
<b>Z13</b>	<b>Assessing compensation events:</b>
<b>Z13.1</b>	<b>The following is added at the end of core clause 63.4:</b> “the <i>Contractor</i> shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”
<b>Z14</b>	<b>Termination</b>
<b>Z14.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>AMENDMENTS TO THE SECONDARY OPTION CLAUSES</b>	
<b>Z15</b>	<b>Changes in Law: Add the following clause to secondary option X2 as X2.2:</b>
<b>Z15.1</b>	A change in law is defined as:
<b>Z15.1.1</b>	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income
<b>Z15.1.2</b>	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i> , any Subcontractor or any affiliate to the <i>Contractor</i> .
<b>Z16.</b>	<b>Delay damages: add the following to secondary Option X7 (if applicable in this contract)</b>

<b>Z16.1</b>	If the amount due for the <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Employer</i> may, at its sole discretion, terminate the <i>Contractor's</i> obligation to Provide the Works.
<b>Z16.2</b>	If the <i>Employer</i> terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table
<b>Z17</b>	<b>Performance Bond</b>
<b>Z17.1</b>	<b>Amend the first sentence of clause X13.1 to read as follows:</b> The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.
<b>Z17.2</b>	<b>Add the following new clause as Option X13.2:</b> The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
<b>Z18</b>	<b>Limitation of liability: Insert the following new clause as Option X18.6:</b>
<b>Z18.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00.
<b>Z18.2</b>	Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the <i>Contractor</i> in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract.
	<b>ADDITIONAL Z CLAUSES</b>
<b>Z19</b>	<b>Cession, delegation and assignment</b>
<b>Z19.1</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>Z19.2</b>	The <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to any person or entity.
<b>Z20</b>	<b>Joint and several liability</b>
<b>Z20.1</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>Z20.2</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>Z20.3</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>Z21</b>	<b>Ethics</b>
<b>Z21.1</b>	The <i>Contractor</i> undertakes:
<b>Z21.1.1</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>Z21.1.2</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>Z21.2</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>Z21.3</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>Z22</b>	<b>Confidentiality</b>
<b>Z22.1</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>Z22.2</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>Z22.3</b>	This undertaking shall not apply to –
<b>Z22.3.1</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>Z22.3.2</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>Z22.3.3</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);
<b>Z22.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
<b>Z22.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z23</b>	<b>Liens and Encumbrances</b>
<b>Z23.1</b>	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
<b>Z24</b>	<b>Intellectual Property</b>
<b>Z24.1</b>	Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

<b>Z24.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
<b>Z24.3</b>	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
<b>Z24.4</b>	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP.
<b>Z24.5</b>	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:
<b>Z24.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works;
<b>Z24.5.2</b>	the use of the <i>Contractor's</i> Equipment, or
<b>Z24.5.3</b>	the proper use of the Works.
<b>Z24.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

## Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[125]	[3]	[0]	[0]	
February	[110]	[1]	[0]	[0]	
March	[120]	[2]	[0]	[0]	
April	[75]	[2]	[0]	[0]	
May	[70]	[2]	[0]	[0]	
June	[60]	[2]	[0]	[0]	
July	[60]	[2]	[0]	[0]	
August	[70]	[2]	[0]	[0]	
September	[75]	[2]	[0]	[0]	
October	[120]	[2]	[0]	[0]	
November	[125]	[2]	[0]	[0]	
December	[125]	[4]	[0]	[0]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

## **Annexure B: Pro forma Security Bonds and Guarantee**

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract. Any changes to the pro-forma document must be approved in writing by the Employer.

### **Pro forma Retention Money Guarantee (may be used when Option X16 applies)**

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited  
Riverwoods Office Park, The Maples, 24 Johnson Road,  
Bedfordview 2008.

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor's reference number to be inserted]

**Retention Money Guarantee:** [Drafting Note: Name of Contractor to be inserted]

**Project [●]**

1. In this Guarantee the following words and phrases shall have the meaning stated:-
  - 1.1 "**Contract**" means the construction contract entered into between the Employer and the Contractor (Contract Reference No. \_\_\_\_\_ and such amendments or additions to the Contract as may be agreed in writing between the parties.
  - 1.2 "**Contractor**" means [insert]
  - 1.3 "**Employer**" means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
  - 1.4 "**Expiry Date**" means [insert]
  - 1.5 "**Guarantee**" means this on-demand, unconditional, irrevocable advance payment guarantee, which is independent and/or separate from the underlying Contract.
  - 1.6 "**Guaranteed Amount**" means the sum of [insert], being the total value of the advance payment made in terms of the Contract.
  - 1.7 "**Guarantor**" means [insert]
  - 1.8 "**Guarantor's Address**" mean [insert]
2. The Contractor is required to obtain a retention money guarantee under the Contract.
3. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total (the "**Demand Amount**"), upon receipt of a written demand delivered to the Guarantor's Address, stating that the Contractor has failed to carry out his obligation(s) to remedy certain defects for which he is responsible under the Contract and, the nature of such defects (without being required to prove the nature of the breach and the amount claimed). The written demand shall be signed by the Employer and be accompanied by the original Guarantee.



4. The Guarantee Amount shall be reduced by 50% at the earlier of Completion of the whole of the Works and the date on which the Employer takes over the whole of the Works(as defined in the Contract). After receiving the Certificate of Completion from the Contractor the Guarantor shall promptly notify the Employer of the revised Guarantee Amount.
5. This Guarantee automatically comes into full force and effect on the signature date by the Guarantor and shall automatically expire 14 days after the assessment made at the Completion of the whole of the Works or the assessment after the Employer takes over the whole of the Works if this is before Completion of the whole of the Works.
6. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
7. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
8. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Contractor and under no circumstances shall be charged to the Employer by the Guarantor.
9. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
10. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
11. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

12. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority.

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_

**[Insert Guarantor's stamp]**

## Annexure C: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises. This panel is valid for a period of three years, commencing on 1 May 2020.

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

## Annexure D: INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

### SECTION A: DEFINITIONS

**Landside** refers to:

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

**Airside** refers to:

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

### SECTION B: INSURANCE CLAUSES

#### 1. Insurance requirements for **construction projects with a value below R150 million (Excluding VAT) at award and a construction period not exceeding 36 months on the LANDSIDE**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150 million, and with a **duration that exceeds 36 months** should be forwarded to ACSA Treasury as soon as the contractor is awarded (**Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)**) as these projects are not automatically covered under an ACSA umbrella insurance.

#### 1.1 Contract Works.

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### 1.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim

#### 1.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a minimum limit of R75 000 for each and every claim
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### d. Professional Indemnity

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

## 2. Insurance requirements for **construction projects with a value below R150 million (Excluding VAT) at award and construction period not exceeding 36 months on the AIRSIDE**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150million, and with **duration that exceeds 36 months** should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)) as these projects are not automatically covered under an ACSA umbrella insurance

### 2.1 Contract Works.

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim;
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### 2.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### 2.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a minimum limit of R75 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### 2.4 Aviation Liability

- The contractor must secure Aviation Liability insurance cover for 3<sup>rd</sup> party property damage and injury, for a minimum limit of USD250 000 (Two hundred and fifty US Dollars) for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### 2.5 Professional Indemnity

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

### 3. Insurance requirements for **construction projects with a value above R150 million (Excluding VAT), and/or projects with a construction period that exceed 36 months on the LANDSIDE and AIRSIDE**

- Projects with a value of more R150 million, and projects with a construction period that exceeds 36 months are not automatically covered under the annual construction policies. A separate quote and deductibles are provided by insurers per project. Details of these projects should be forwarded to ACSA Treasury as soon as the contractor is awarded (**Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)**).

## C1.2 Contract Data

### C1.2b - Data provided by the *Contractor*

#### Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which

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<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	<b>Only the Site Area. See C4 'Site Information'</b>
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	



11.2(20)	The <i>Priced BOQ</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

## C1.3 Occupational Health And Safety Agreement

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

### OBJECTIVES

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

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

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

**The parties to this Agreement are:**

- Hereinafter referred to as “Client”
- Hereinafter referred to as “the Mandatary/ Principal Contractor”

**MANDATORY'S MAIN SCOPE OF WORK**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

**The Mandatory undertakes to comply with:****INSURANCE**

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
  - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarize himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

**ACCEPTANCE BY MANDATARY**

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

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

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date .....

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

SIGNATURE ON BEHALF OF THE CLIENT      DATE  
AIRPORT COMPANY SOUTH AFRICA

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Instructions: Option B	C 2.2
C2.2	The bill of quantities	C 2.5

## C2.1 Pricing Instructions: Option B

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

<b>Identified and defined terms</b>	11 11.2	(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(28) The Price for Work Done to Date is the total of  the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and  a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.  Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

### 2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### 2.1. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

### 3. **Measurement and payment**

#### 3.1. **Symbols**

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	Percent
h	Hour
ha	Hectare
kg	Kilogram
kl	Kilolitre
km	Kilometre
km-pass	kilometre-pass
kPa	Kilopascal
kW	Kilowatt
l	Litre
m	Metre
mm	Millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	Meganewton
MN.m	meganewton-metre
MPa	Megapascal
No.	Number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1 000 kg)
W/day	Work day

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

### 3.2. General assumptions

- 1.1.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.1.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.1.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 1.1.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 1.1.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 1.1.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 1.1.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### 3.3. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

## **C2.2 THE BILL OF QUANTITIES**

**Refer to Bill of Quantities attached separately as: “NEC Annexure BOQ version TS2”.**



## C3 Scope of Work

### **C3.1 DESCRIPTION OF THE WORKS**

**NEC3 Engineering and Construction Contract June 2005**

**(Amended June 2006 and April 2013)**

**Scope of Works complied in accordance with SANS 10403**

**where reference is made to this part of SANS 1921- 1:2004**

#### **ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR**

<b>Bid no: KSIA 7112/2023/RFP</b>	<b>1. Project Code:</b>	<b>2. N/A</b>
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### **SECTION 1**

#### **1. EXTENT OF THE WORKS**

##### **1.1 EMPLOYERS OBJECTIVES**

4.

5. *Completion of works for the alteration of the existing Multi Storey Office Building on the 3<sup>rd</sup> floor*

#### **6. Key Personnel**

As stipulated in the tender data, the three key resources required in managing and delivery of the project are Contracts Manager, Site Agent and Health and Safety Officer. The bidder must ensure that the required resources are compliant in terms of Construction Regulation (2014) pertaining to competency, skills, responsibility, and professional registration. The Bidder must ensure that the key resources have a comprehensive understanding and applicability of the NEC 3 Contract Agreement stipulated in the contract data. The employer's expectation is that the key resources have the necessary experience in scheduling, planning and delivery management of the works.

#### **7. Non-Disclosure**

All information including design information regarding this project may not be shared with 3rd parties without written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project may be required to sign a non-disclosure at appointment.

##### **1.2 OVERVIEW OF THE WORKS**

Completion of works on the 3<sup>rd</sup> floor and associated furniture and fittings for ACSA staff.

##### **1.3 EXTENT OF THE WORKS**

This project was initiated to accommodate future staff headcount on the Multi Storey Office (MSO) 3<sup>rd</sup> and 4<sup>th</sup> floor at the King Shaka International Airport.

The 3rd and 4th floor previously had cellular offices and the scope is to convert cellular offices to open plan offices inline with the ACSA Office Design Manual. The 4th floor scope was completed in September 2020 and it is currently being utilized by ACSA staff. The 3rd floor work commenced in October 2020 but it was not completed.

The remaining scope on the 3rd floor includes the following:

- Installing glass shop fronts and doors for managers offices and boardrooms.
- Electrical work: Changing the existing lights to LED lights as specified by ACSA and fire detection
- Fitting new furniture and associated docking stations as per the ACSA Office Design Manual.
- Painting of walls and partitions
- IT Works
- Skirting
- Complete the installation of carpets and deep clean.

## **1.4 LOCATION OF THE WORKS**

*The site is located at the King Shaka International Airport: Coordinates: 29°36'52"S 31°06'59"E, 97m (295ft) above sea level – Multi Storey Office (MSO) building*

## **1.5 TEMPORARY WORKS**

*Not applicable*

## **2. ENGINEERING**

### **2.1 EMPLOYER'S DESIGN**

*Not applicable*

### **2.2 DESIGN BRIEF**

*Not applicable*

### **2.3 DRAWINGS**

*See list of drawings/Annexure's attached to this document.*

### **2.4 DESIGN PROCEDURES**

*Not applicable*

## **3. PROCUREMENT**

### **3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000

### **3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT**

*NOTE : This project will be adjudicated as exceeding R 1,000 000,00*

### **3.3 SCOPE OF MANDATORY SUBCONTRACT WORK**

*Not applicable*

### **3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS**

*Not applicable*

### **3.5 SUBCONTRACTING PROCEDURES**

*Not applicable*

## **4. CONSTRUCTION**

### **4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS**

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these bid documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

### **4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

See above 4.1

#### **4.3 PARTICULAR / GENERIC SPECIFICATIONS**

The Contractor is referred to the following documents whether attached to this document or not:  
SPECIFICATION

Specification for HIV/AIDS Awareness (CIDB)

Specific Construction, Safety, Health and Environmental Plan Model Preambles for Trades 2008 General Electrical Specification

#### **4.4 CERTIFICATION BY RECOGNIZED BODIES**

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

#### **4.5 AGREEMENT CERTIFICATES**

Not applicable

#### **4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER**

Not applicable

#### **4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

Not applicable

#### **4.8 OTHER SERVICES AND FACILITIES**

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

#### **4.9 MANAGEMENT OF WATER**

Contractor to provide a water conservation plan for the duration of the works.

### **5. MANAGEMENT**

#### **5.1 APPLICABLE SANS 1921 STANDARDS**

Bidders are referred to

## SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT

### 1. RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

### 2. MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.

In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.

Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

## 5.2 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

### 5.1 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

### 5.3 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.

At the end of each week the Contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

### 5.4 BONDS AND GUARANTEES

The Contractor shall within 14 calendar days of award, to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data.

### 5.5 PAYMENT CERTIFICATES

Requirements will be in accordance with the employers' prescriptions.

### 5.6 PERMITS

The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.

The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.

The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site. The Contractor is to provide DOL permits and ACSA working permits for persons working on site.

## **ACCESS TO BUILDING**

Location of the project site is on the Landside of the airport. However, the service provider will be required to apply for airport access permits and other work permits prior and during execution of the project.

In the process of applying and obtaining airport access permits, the permit office is required in terms of the National Key point Act to conduct criminal verification for all employees working at the airport. The Bidder will thus be required to ensure that the Human Resources assigned to this project have no existing or pending criminal records. No permits will be issued to individuals with criminal records ( Civil, Traffic Infringement, etc )

### **6.10 PROOF OF COMPLIANCE WITH THE LAW**

The following certificates must be provided before first delivery is taken:

- HIV/STI Report (Bound into this document)
- Electrical Compliance Certificate
- Plumbing Compliance Certificate
- Lightning Certificate
- Soil Protection Certificate
- Concrete test and cube certificates
- waterproofing guarantee certificates
- TR1 and TR2 prefabricated roof truss certificates
- Soil compaction certificates
- Electrical and Mechanical test certificates
- Plumbing and drainage pressure test certificates
- Fire Compliance Certificate
- Entomology Certificate
- SANS 10400-A:2010 compliance certificates
- Latest National Building Regulation

### **6.11 INSURANCE PROVIDED BY THE EMPLOYER**

As per the Employer's insurance schedule

## **SECTION 2**

### **SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004**

Clause  
Numbers

**4..2.1** Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.

The responsibility strategy assigned to the Contractor for the works is: Strategy A

**4..2.2** The structural engineer is: TBC

**4..2.3** Drawings & other info are to be submitted in accordance with the contractor's programme

**4..2.4** The planning, programme and method statement are to comply with the following:

N/A

**4.12.1** Sample of Materials:

The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.

The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:

4. Tile sample. (Carpet & Ceramic)
5. Ceiling sample.
6. Light fitting sample.
7. Screed panel 2m x 2m impact test.
8. Paint and other wall finishes.
9. Tested trial mix to be approved by the Engineer.
10. Furniture: newly installed furniture to match existing

**4.12.2** Fabrication drawings that the contractor is to provide to the employer are:

None

**4.12.3** Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:

OFFICE FOR FOREMAN

Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.

TELEPHONE

The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.

OFFICE FOR INSPECTOR OF WORKS

N/A

TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS

N/A

SHED

Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.

**4.14.6** The requirement for provision and erection of signboards are:

Supply, erect, maintain and remove at completion a painted notice board, as per drawing available from offices of the Architect. Only the official notice board is to be displayed on the site and no Sub- Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.

**4.17.1** Requirement for the termination, diversion or maintenance of existing services:

Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately

**4.17.3** Services which are known to exist on the site:

Investigate and provide detail drawings.

**4.17.4** Requirement for detection apparatus

None

**4.18** Additional Health and Safety Requirements Are:

By the submission of a bid, any Bidder will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed, and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

Bidders are advised that it is a Condition of this Bid that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which bids are being submitted and must be prepared by the Bidder and submitted with the other bid documents at the time of bid. Failure to do so will invalidate the bid.

Bidders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this bid document, the Model Preambles to Trades - 2008, any project Specification included in this bid document and any and all drawings which are referred to and issued as part of this bid document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Bidders are also advised that such a plan which is submitted with a bid but is incomplete or considered inadequate by the Employer or his Representative will invalidate the bid.

The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

## C4 Site Information

### **C4.1 SITE INFORMATION**

**NEC3 Engineering and Construction Contract June 2005  
(Amended June 2006 and April 2013)**

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<b>Project Title:</b>	<b>ADDITIONS AND ALTERATIONS TO EXISTING MULTI-STOREY OFFICE BUILDING (MSO BUILDING) – 3<sup>RD</sup> FLOOR AT KING SHAKA INTERNATIONAL AIRPORT (KSIA)</b>		
<b>Bid No.</b>	<b>KSIA 7112/2023/RFP</b>	<b>Project Code:</b>	N/A
<b>C 4.1 Site Information</b>			
<b>C4.1</b>	<b>GENERAL</b>		
	(a) The site is within a live and operational environment		
	(b) The site is located at:  King Shaka International Airport, MSO Building La-Mercy, Durban, KwaZulu-Natal		
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>		
	(c) Not applicable		

## **C4.2 ACSA SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT**

### **C4.2.1 ACSA Hoarding Specification Handbook**



## **HOARDING SPECIFICATION HANDBOOK**

## 1.0 Introduction

The manual was produced by ACSA Project Management Division as reference to Consultants, contractors and other persons who intend to execute any construction works at the KING SHAKA International Airport.

It is important to note that the application of hoarding specifications as detailed herein is the ACSA Standard and must be issued to every (Hoarding) Contractor for implementation prior to execution of any hoarding work. It is the responsibility of the consultants and contractor to verify the latest revision with the ACSA-KSIA Project Manager, Project Management Division.

Failure to verify all requirements of all hoarding finishes internal and externally may result in the contractor having to incur additional costs for alterations.

The scope of hoarding work should always be part of the construction programme and a major priority for any construction work to commence on site for ACSA-KSIA. The Project Team must inform contractors at tender stage that working on the airport environment will require them to execute hoarding work outside normal working hours.

It is envisaged that the manual will be informative enough to everyone involved but in certain areas the specification for internal and external hoarding may not be applicable, such exceptions will be addressed as they arise and must be referred to the ACSA-KSIA Project Manager.

All hoarding remains the property of ACSA (if paid for in Preliminaries) but must be removed off site by the contractor on completion of the project subject to further instruction by the ACSA- KSIA Project Manager.

## 2.0 Types of Hoardings

### 2.0.1 Type A. (See Detail A)



This type of internal hoarding will be applicable where construction work takes place adjacent to other tenants to minimise noise, dust and visual screening.

## Construction and Material

The construction method is of permanent nature and uses the existing building structure for secure fixing, i.e. fixed to the roof structure and the floor.

The framework consist of galvanised floor track 61 mm wide fixed to the floor and soffit with suitable fasteners at 600 mm centres minimum.

The board on the public side will be 16 mm chipboard with melamine finish (Grey Cambrink) and on the construction side can be either 12 mm chipboard for heavy usage or 12, 7 mm Gypsum plasterboard for lighter usage.

NB: Heavy usage when shelving is to be hung onto the walls or when any other fixing onto the walls is required. Lighter usage when no hanging is to be done onto the walls.

The melamine boards are cut into module width of 900 mm or 1200 mm and the heights will be those that can be manoeuvred by human labourers without any hindrance to the public where applicable, preferably 3000 high.

The melamine board will be held in place by a tophat section on the vertical joint, colour black. The back board will be screwed directly to the grid.

Where soundproofing is required the hoarding will be filled with an approved insulating material.

**2.0.2 Type B. (see detail A)**

The method of construction is similar to Permanent type except that the hoarding is only on the public side and is melamine finish (Grey Cambrink).

**Construction and Material**

The construction method will match that of the Permanent hoarding on the public side only and no finishes on the construction side.

No insulation for this type of hoarding will be required.



### 2.0.3 Type C.



This type of hoarding is made out of 2100 h X 900 w melamine faced (Grey Cambrink) chipboard panel on metal supports. Generally, it will consist of four to six panels that can be placed around a particular area for maintenance or repair to floors.

### Construction and Material

The panels off-cuts can be easily acquired from the hardware outlets and the steel support frame must be fixed to the panel to prevent the panels from falling over.

#### 2.0.4 Type D.



Yellow New Jersey barriers or orange plastic netting (at the discretion of the KSIA-Project Manager) must be used to barricade the construction site from the public prior to construction work taking place.

#### Construction and Material

Steel post at 3000 mm maximum apart onto which the orange plastic netting is attached to.

Water filled yellow New Jersey barrier used to block roadway temporarily during repairs or entrance roadway prior to construction work taking place.

#### Note:

High impact industrial moulded, interlocking plastic barriers to be filled with water to make it stable and not movable. The hoarding must be kept neat and tidy at all times.



## 2.0.5 Type E



This hoarding must remain in place for the duration of the construction period and is only removed at the end of construction when all the work has been completed.

Either one of two types of hoarding is acceptable, viz. Sheet metal and Pre-cast concrete hoarding mainly used for site establishment.

**2.0.6 Type F.**

The sheet metal hoarding must be a minimum of 2000mm high around the perimeter of the construction site establishment. (see *detail B*)

**Construction and Material**

The IBR/Corrugated sheeting must be fixed onto steel or timber posts, with horizontal steel members positioned at the top, centre and bottom to secure the sheeting firmly. The sheet metal is to extend to ground level or floor finish level i.e.: no gaps are permitted.

**2.0.7 Type G.**

Pre-cast panel and pole hoarding will be used when indicated by ACSA. This hoarding will be used for contractor yards that will be used for extended periods of time. Specifications to be confirmed by the ACSA Project Manager.



## 2.0.8 Type H.



These are concrete panels 2100 h X 1500 w X 200 thick similar to the concrete walls around the airport site.

The panel thickness slopes from the top to the bottom, thus the thickness at the top of the panel are 100 mm. The base extend 500 mm on either side of the centre of panel for support. These panels can be used for permanent or temporary purposes.

### Construction and Material

These panels are constructed out of concrete; the inner surface shaped according to the shattering used on the public side should be roughcast to give a permanent appealing appearance. Where this panels are permanently installed closer to Terminals they should be painted in colour specified below for external hoarding.

### 3.0 Painting

Internal hoarding will be mainly grey cambrink melamine on the public side and where painting is used, it must match the grey cambrink melamine. In the other side where plane chipboard or plasterboard is used and the area utilised as a temporal office, then the walls will be painted with white contractors PVA.

All external types hoarding will be painted and all paint types must be as per specification unless changed by the ACSA-ORTIA Project Manager.

#### Painting specifications

For IBR/Corrugated sheeting paint spec: PLASCON WALL & WALL. TEAL  
RAL 5021.

The supporting posts are to be painted in PLASCON WALL & WALL. TEAL  
RAL 5021.

### 4.0 Corner Protectors

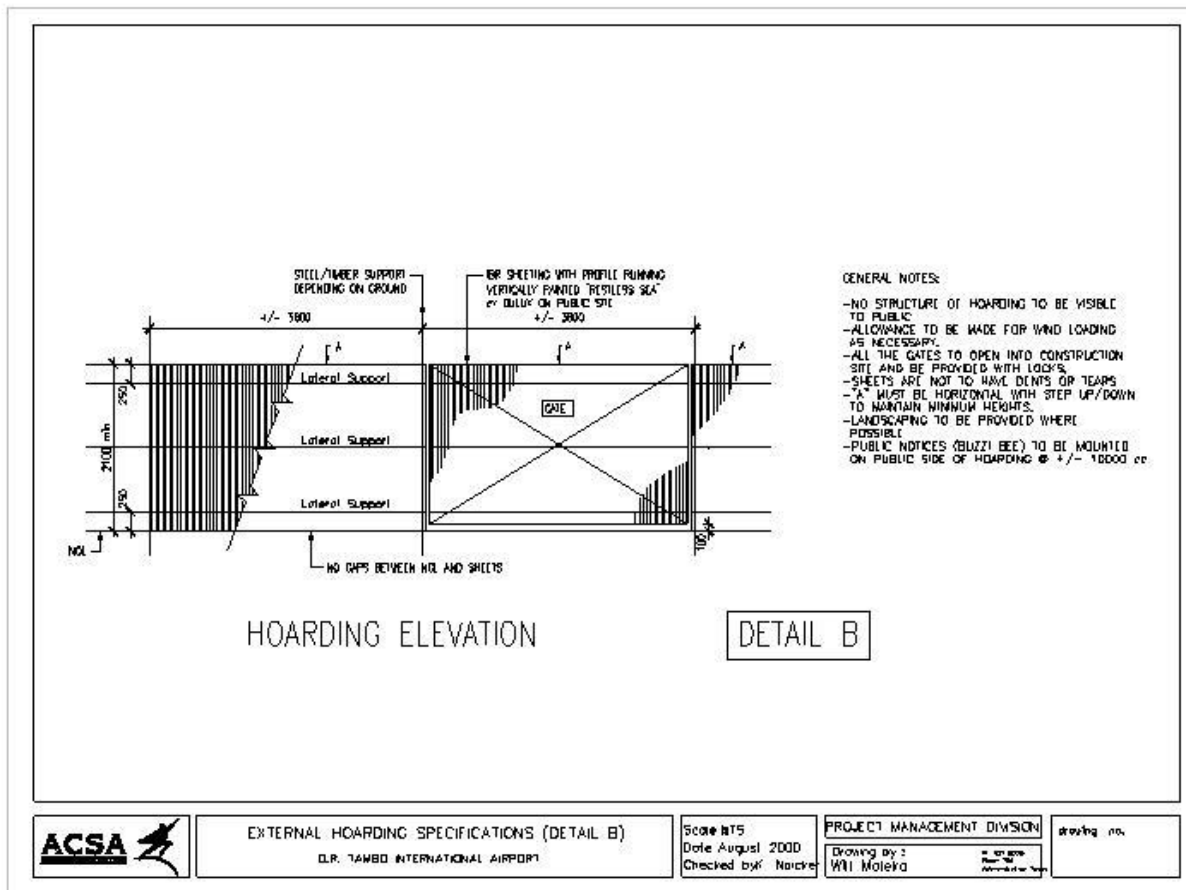
Internal hoarding to have aluminium corner protectors to match the height of the melamine chipboard panels used and the size to be 50 mm X 50 mm. External hoarding to have no corner protectors but the contractor to finish of the corners neatly i.e. with corner flashing to protect public from being injured.

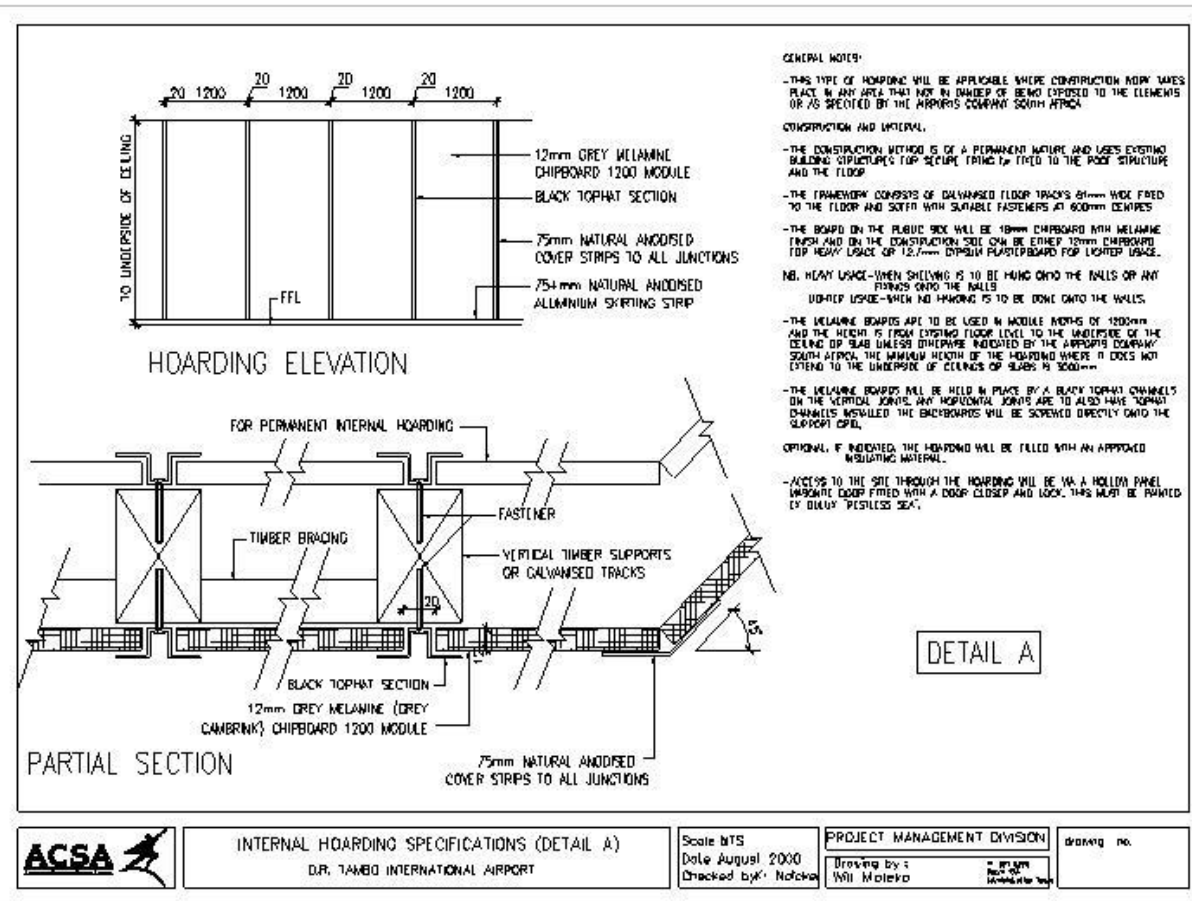
### 5.0 Signage

All hoarding should have enough signage to inform the general public of the construction process.

Standard ACSA signage, with an appropriate message approved by the Project Manager, must always be used on flat surfaces.

Advertising or other information may be fixed to the hoarding at ACSA's discretion in a snapper frame.





### **C3.7.2 Special Requirements at an Operational Airport**

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

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

#### **1. Airports Manager**

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

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

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

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

#### **2. Airport Security and Safety**

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

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

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

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

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

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

#### **3. Responsibilities of Consulting Engineers/Contractor**

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



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

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

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

#### **4. Accident/Penalties**

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

Distinction will be made between the following types of accidents:

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

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

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

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

The Airport Manager reserves the right to:

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

#### **5. Identification and Warning Lights**

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

#### **6. Additional Security Measures**

No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.

Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.

No accommodation of personnel will be allowed in the security area of the airport.

No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.

No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

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

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

## **7. Compliance with Instructions**

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

## **8. Delays Caused by Airport Management**

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

## **9. General Requirements for Execution of the Work**

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

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

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

#### **10. Times for the Execution of the Works**

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

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- 2.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the PA and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

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

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

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

#### **12. Dust and Pollution Control**

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

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

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

**13. Storing of Vehicles, Plant and Materials**

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

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

**14. Fires**

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

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

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

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

**15. Environmental**

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

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

## **C4.3 Acsa Environmental Policy**

### **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT POLICY STATEMENT**

Airports Company South Africa SOC Limited (ACSA), as a world-class airport operator, acknowledges that airport activities and operations may have diverse impacts on the environment. It therefore accepts its stewardship role of responsible care for the environment in order to reduce its environmental impact. Consequently, ACSA commits to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (The Group) is committed to:

- Maintain an Environmental Management System based on the requirements of ISO 14001.
- Conduct regular audits of the system to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations, and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, service providers, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations, and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continually improve environmental performance.
- Seek opportunities to reduce the impact of aircraft noise by engaging with industry stakeholders.
- Monitor aircraft noise at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport.
- Actively seeking out opportunities to reduce energy consumption from non-renewable energy sources.
- Measure the carbon footprint at Bram Fischer, Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports, as well as George Airport, while actively seeking out opportunities to reduce its overall carbon footprint.
- Monitor air quality at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport.
- Actively seek opportunities to reduce water consumption.
- Avoid the pollution of storm water and/or groundwater as a result of airport operations.
- Ensure that all waste is minimised, or otherwise reduced, re-used and/or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engaging surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.
- Where Airports Company South Africa SOC Limited does not directly control the impacts at the Corporate Office or at airports, the Group shall work in partnership with operators, contractors, tenants, service providers and supply chain management to improve performance.

The Environmental policy is applicable to Airports Company South Africa SOC Limited infrastructure, and the geographical areas within which the organisation operates its aeronautical and non-aeronautical business. This includes its employees, stakeholders, service providers, and contractors.

The Group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed: 

Date: 05/03/2021  
Issue No: 11

Chief Executive Officer: Airports Company South Africa SOC Limited.

## **C4.4 Environmental Management System**

### **1. Scope**

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

### **2. Objective**

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

### 3. Definitions and Abbreviations

#### **ACSA**

Airports Company South Africa SOC Ltd

#### **ACSA AEMR**

ACSA Airport Environmental Management Representative

#### **ARFFS**

Aerodrome Rescue and Fire Fighting Services

#### **HCS**

Handling & Storage of Hazardous Chemical Substances

#### **SHE**

Safety, Health and Environment

#### **Service & Maintenance Contractor**

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

### 4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M](#). Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

4.4 The contractor's representative shall ensure the conditions set out in the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#), along with [ACSA's Environmental Management System Policy](#) are communicated to, comprehended and implemented by all contractor staff.

4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors

on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

## 5. Roles and Responsibilities

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

## 6. Verification

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

## 7. Non Conformance

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

## 8. References

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

## 9. Change Control

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

## 10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
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ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

**11. Endorsement (See ACSA Master File in Document Control Office, Corporate)**

Activity	Name	Signature	Date
Approval			
Authorisation			
Quality Assurance: Policy and Procedure			



**C4.5 Baseline HIRA - Risk Assessment**

C 4.5 Baseline Risk Assessment	
Project NameKSIA 7112/2023/RFP	ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR AT KING SHAKA INTERNATIONAL AIRPORT
Document Number: HIRA 1	Revision Number: 001

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

### **C4.5.1 Generic Hazard Assessment**

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

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

## Annexure C3 – Generic Hazard assessment

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

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

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

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

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



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

General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not used to transport heavy items in the Parkade	4C
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**POPIA ANNEXURE:****CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members,

provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

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**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

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