VOLUME 2 – CONTRACT DATA CONDITIONS

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: REPLACEMENT OF ROLLER SHUTTER DOORS AT KING SHAKA INTERNATIONAL AIRPORT FOR 24 MONTHS

PROJECT NUMBER: DIA:5661

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between	**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
	Applicable at King Shaka International Airport
	(Registration Number: 1993/004149/30)
and	____
	(Registration Number: ____________________)
for	**REPLACEMENT OF ROLLER SHUTTER DOORS AT KING SHAKA INTERNATIONAL AIRPORT FOR 24 MONTHS**

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Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Replacement of Roller Shutter Doors at King Shaka International Airport for a period of twenty-four (24) months**.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R………………………………………...……………. (in figures)

…………………………..

... (in words);

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)		
Name(s)		
Capacity		
For the Bidder:		
	(Insert name and address of organisation)	
Name & signature of witness		Date

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
Part C5	Annexures

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

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

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

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	Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy 4407
Name & signature of witness	Date

Schedule of Deviations

1 Subject . . . .
Details . . . .
. . . .
. . . .
. . . .

2 Subject . . . .
Details . . . .
. . . .
. . . .
. . . .

3 Subject . . . .
Details . . . .
. . . .
. . . .
. . . .
. . . .

4 Subject . . . .
Details . . . .
. . . .
. . . .
. . . .
. . . .

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

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

	For the Employer	**For the Bidder**
Signature (s)		
Name (s)		
Capacity		
Name and Address		
	(Insert name and address of organisation)	*(Insert name and address of organisation)*
Name & Signature of witness		
Date		

Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Terms Service Contract, April 2013.

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option	**B: Priced contract with Bill of Quantities**
	Dispute resolution Option	**W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X7: Delay Damages** **X16: Retention** **X17: Low performance damages** **X18: Limitation of liability** **Z: Additional conditions of contract** of the NEC3 Term Service Contract, April 2013
10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited, King Shaka International Airport
	Address	Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy 4407
	Telephone Fax	032 436 6000 032 436 6672
10.1	The *Project Manager* is	Andile Mkhize
	Address	Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy 4407
	Telephone E-mail address	032 436 6000 Andile.Mkhize@airports.co.za
11.2(13)	The *works* are	Part C3: Description of the Works section of this contract

11.2(14)	The following matters will be included in the Risk Register	• Access to Site • Existing Services • Delay in supply of Material and /or Equipment • Progress of the works against the program • Members of the public and ACSA stakeholders • Use of tools and attaining permits for hot works • Occupational and Health & Safety • Risk of injury on duty
11.2(15)	The *boundaries of the site* are	King Shaka International Airport – Landside and Airside
11.2(16)	The *Site Information* is in	Part C4 : Site Information
11.2(19)	The Works Information is in	Part C3 'Scope of Works' section of this contract
12.2	The *law of the contract* is the law of	The law of the Republic of South Africa
13.1	The *language of this contract* is	English
13.3	The *period of reply* is	7(seven) business days
2	***The Contractor's* main responsibilities**	
3	**Time**	
30.1	The *starting date* is	Upon signing of Contract by ACSA.
30.2	The *Completion date* is	36 Months from starting date
31.1	The *Contractor* submits a first (preliminary) programme within	2 weeks of the contract date/start date
31.2	The *Contractor* submits revised programmes at intervals no longer than	4 weeks
4	**Testing and Defects**	
42.2	The *defects date* is	52 Weeks after Completion of the whole *works*
43.2	The *defects correction period* is	4 weeks
5	**Payment**	
50.1	The *assessment interval* is	Every four (4) Weeks, on the 20Th day of each successive
50.1	The *currency of this contract* is the	South African Rand
51.2	The period within which payment is made is	Four (4) – Six (6) weeks after the receipt of the tax invoice
6	**Compensation Events**	Applicable as per Section 6 of the NEC3 ECC (April 2013)

60.1(13)	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose
60.1(13)	The *weather measurements* to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius
60.1(13)	Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are	Month / Days / Month / Days January 4* / July 1 February 3 / August 2 March 3 / September 2 April 2 / October 2 May 2 / November 3 June 1 / December 1* * = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year
7	**Title**	No data required for this section of the conditions of contract
8	**Risks and Insurance**	
83.1	The *Employer* provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The *Contractor* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	Applicable as per Section 9 of the NEC3 TSC3 (April 2013)
10	**Data for Main Option clause**	
B	Priced contract with Bills of Quantity	Refer to Pricing Instructions under Part C2 'Pricing Data' for information on the Activity Schedule
11	**Data for Dispute Resolution Option W1**	
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council or his successor or nominee
W1.4(2)	The *tribunal* is	Arbitration

W1.4(5)	If the *tribunal* is arbitration, the arbitration procedure is	The *arbitration procedure* is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4(5)	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	**Data for Secondary Option Clauses**	
X7	**Delay Damages**	
X7.1	Delay damages of the *works* are	Amount per week is 1% up to a maximum of 10% of the Contract value
X16	**Retention** (where option is chosen)	
X16.1	The *retention free amount* is The *retention percentage* is	**R** 10% of the Prices, 50% of retention will be released at Practical Completion of the works and the remaining 50% will be released after the Defects Period
X18	**Limitation of Liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	The total of the damages caused and/or costs incurred in relation to the employer's property
X18.3	The *Contractor's* total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the damages caused and/or costs incurred in relation to the employer's property

X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The The *Contractor*'s total direct liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the *Contractor* as stated in this contract for - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the *works*, Plant and Materials), - death of or injury to a person, - damage to third party property; and - infringement of an intellectual property right
X18.5	The *end of liability date* 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)
Z	**The *Additional conditions of contract* are**	**Z1 – Z20**
	Amendments to the Core Clauses	
Z1	**Interpretation of the law**	
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	**Providing the Works:**	
Z2.1	**Delete core clause 20.1 and replace with the following:** The *Contractor* 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	
Z3	**Other responsibilities:**	
Z3.1	**Add the following at the end of core clause 27:** The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
Z3.2	The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.	
Z4	**Extending the defects date:**	
Z4.1	**Add the following as a new core clause 46:** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*	

Z4.2	If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data
Z5	**Termination**
Z5.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business recue proceedings"**.**
	Amendment to the Secondary Option Clauses
Z6	**Performance Bond**
Z6.1	**Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.1.3 (page 20) of this Contract Data.
Z6.2	**Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period.* If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period.* If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
Z7	**Limitation of liability:**
Z7.1	**Insert the following new clause as Option X18.6:** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	**Cession, delegation and assignment**
Z8.1	The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
Z8.2	The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
Z9	**Joint and several liabilities**
Z9.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
Z9.2	The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3	The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
Z10	**Ethics**
Z10.1	**The *Contractor* undertakes:**
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	**Confidentiality**
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
Z11.2	If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
Z11.5	The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	***Employer*'s Step-in rights**

Z12.1	If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
Z12.2	The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.
Z13	**Liens and Encumbrances**
Z13.1	The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor,* vis-a-vis the *Employer,* waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer,* waive all liens they may have or become entitled to over such Equipment from time to time
Z14	**Intellectual Property**
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works.*
Z14.3	The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
Z14.5	The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:
Z14.5.1	the *Contractor's* design, manufacture, construction or execution of the Works
Z14.5.2	the use of the *Contractor's* Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z16	**Dispute resolution:**
Z16.1	**Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

Z17.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z18 BBBEE Certificate

Z18.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

Z19.1	**Add a new Core Clause** 14.5 and 14.6 to read as follows: The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 10% or more
Z19.2	The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	**Delegation**
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:
Z20.1	As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

PART C1.2b CONTRACT DATA

Part two – data provided by the *contractor*

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The *working areas* are	See C3 'Scope of Works' & C4 'Site Information
24.1	The *Contractor's Key people* are:	**CV's to be appended to Tender Schedule**
24.1.1.	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.2	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.3	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	

24.1.4	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.5	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.6	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.7	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.8	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	

24.1.9	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
24.1.10	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT – OHS 040

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organisation: **Airports Company South Africa Soc Limited** **King Shaka International Airports**
Physical Address: **Airport Company South Africa South Africa SOC Limited** **King Shaka International Airports,** **King Shaka Drive,** **La Mercy,** **4407**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

AIRPORTS COMPANY SOUTH AFRICA

1. Definitions

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

2.1 "Client" refers to the Company;

3.1 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;

4.1 "Services" means the services provided by the Contractor or Stakeholder to the company;

5.1 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;

6.1 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

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

7.1 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.

c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.

d) To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.

f) Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.

h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

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

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

4. SHE Risk Management

1.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document shall 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.

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

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

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

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

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

7. SUPERVISION, DISCIPLINE AND REPORTING

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

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

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

8. COOPERATION

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

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

9. WORK PROCEDURES

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

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

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

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

10. HEALTH AND SAFETY MEETINGS

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

2.1 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

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

11. COMPENSATION REGISTRATION/INSURANCE

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

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

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

4.1 Any other Insurance cover that shall 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.

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

12. MEDICAL EXAMINATIONS

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

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

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

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

13. INCIDENT REPORTING AND INVESTIGATION

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

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

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

4.1 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUBCONTRACTORS

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

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

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

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

2.1 The Mandatory shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

Compliance with the Occupational Health & Safety Act 85 of 1993

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

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

29. FURTHER UNDERTAKING

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

The Contract/Project Manager shall sign this agreement as the Client's representative.

AIRPORTS COMPANY
SOUTH AFRICA

ACCEPTANCE BY MANDATORY

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

I …………………………………. a duly authorised 16.2 Appointee acting for and on behalf of

………………………………………………..(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatary – WCA/ Federated Employers Mutual No……………………………………..

Expiry date ……………………………………………………………………………………….

______________________________________ ______________

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

Witnesses:

1. ______________________________

2. ______________________________

______________________________________ ______________

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. ______________________________

4. ______________________________

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 INSURANCE SCHEDULE

***Summary of Terms and other Matters Applicable to Employer* Provided Insurance**

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).

- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

AIRPORTS COMPANY
SOUTH AFRICA

PART C2: PRICING DATA

AIRPORTS COMPANY SOUTH AFRICA

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option B

ITEM NO	Description	Unit of Measure	QTY	Rate Per Unit	Amount
1	**PART 1: PRELIMINARY AND GENERAL**				
1.1	Site Establishment & de-establishment	SUM	1		
1.2	Provision for Health Safety Requirements (Safety file, induction, Contractors Personal Protective Equipment (PPE), etc.)	SUM	1		
1.3	Access on site: Training and Permit (Proven cost)	SUM	1		R20 000
1.4	Vehicle Access Requirements (Amber Strobe Light, Reflective Strip, decals)	SUM	1		
1.5	Scaffolding/ cherry picker	SUM	1		
1.6	Operation and Maintenance Training	SUM			
1.7	Supply documents for all equipment supplied including but not limited (Operating, Maintenance and Service Manual, Drawings, Specification, FAT, calibration certificates, Electrical CoC)	SUM			
1.8	Provision for critical spares	SUM			R200 000
				Part 1: Preliminary and General Sub-total	
ITEM NO	**Description**	**Unit of Measure**	**Quantity**	**Rate Per Unit**	**Amount**
2	**DECOMMISSIONING, SUPPLY, DELIVERY, INSTALL, TEST AND COMMISSIONING THE ROLLER SHUTTER DOORS**				
	The following involves sourcing from the Original Equipment Manufacturer or approved wholesaler with OEM Drawing and Data packs, Installation Plans and Methodologies, handling fees, equipment storage, installation and testing in line with fire and rescue standards including the required tools and resources carrying out the works.				
2.1	Automatic Galvanized steel Roller Shutter Door (inclusive of motors and consumables)- Fire truck parking	No	14		
2.2	Automatic Galvanized steel Roller Shutter Door (inclusive of motors and consumables)- LDV parking	No	3		

PRICING SUMMARY	AMOUNT
A - Part 01: Preliminary and General	
B - Part 02: Decommissioning, Supply, Delivery, Install, Test, and Commissioning the Roller Shutter Doors	
C- Sub-Total [A+B]	
D- Contingency 10% of Sub-Total [C]	
E – Total Excl. VAT [C+D]	
F– VAT @ 15% of [E]	
Total Including VAT [E+F]	

Additional notes for Bill of Quantities (BoQ)

- Note the above BoQ needs to read/be used in conjunction with the notes below, scope of work, drawings and specification.
- This item includes the use of all labour, all consumables, power tools, plant, material, equipment and vehicles/bakkies. There will be no additional cost paid by ACSA to the Contractor for hiring of construction equipment, power tools, plant, labour, and vehicles/bakkies decommissioning, supply, delivery, install, test, and commissioning the roller shutter doors.

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	*Description of Works*	39
C3.2	*Contract Management*	39
C3.3	*Contractor's Works Information*	53
	Total number of pages	

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective of this scope is to source a suitable service provider for decommissioning the existing roller shutter doors, supply, install, testing and commission new at King Shaka International Airport. The new installations shall be retrofitted into existing structures.

The works shall be done in a live operation airport environment; bidders should make provision for working at night where the works may interrupt airports operations.

Background

King Shaka International Airport has 17 Roller shutter doors located at Fire and Rescue department. 14 of these roller shutter doors are located at Fire truck parking and the other 3 are located at LDV parking. Roller shutter doors were installed in 2010 and have become corroded over the years, because of the corrosive environment. To ensure availability and reliability of roller shutter doors at the Fire Station, a suitable service provider is required for the once off replacement of Roller Shutter Doors at KSIA. The doors need to be replaced with galvanized steel doors.

1. Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
KSIA	King Shaka International Airport
OEM	Original Equipment Manufacturer
BOQ	Bill of Quantities
CFR	Crash Fire and Rescue
FLDV	Light Duty Vehicle
CoC	Certificates of Compliance
PPE	Personal Protective Equipment
AVOP	Airside Vehicle Operating Procedure
SANS	South African National Standards

2. Contract Management

2.1. Management meetings

The *Contractor* will be expected to attend meetings relating to the project, maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the *Contractor* will make all required persons available for these meetings. The *Contractor* shall not submit claims for payment for staff attending any of these meetings.

Regular meetings of a general nature may be convened and chaired by the *Project Manager* or Company Representative as follows:

Title and purpose	Approximate minimum time & interval	Location	Attendance by:
Risk register	As and when is required	TBC	*Employer representative, Contractor representative And invitees*
Compensation events	As and when is required	TBC	*Employer representative*, *Contractor* representative
Progress and Technical Meeting	Monthly	KSIA	*Employer representative*, *Contractor* representative
Kick off Metting	Once off at the beginning of contract	KSIA	*Employer representative*, *Contractor* representative *And invitees*
Site Meeting `	Weekly	KSIA	*Employer representative*, *Contractor* representative *And invitees*

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2. Health and safety risk management

i. The Project Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

ii. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

iii. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

iv. All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

v. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project Manager.

vi. The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request. The following areas in the company are declared as "HOT WORKS PERMIT" areas:
   - All airside areas
   - All basement areas
   - All areas accessible to the public
   - All enclosed areas
   - The terminal building.

vii. Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

viii. Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

ix. All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

x. No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

xi. No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

xii. The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

xiii. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

xiv. At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. In cases where the project is for the replacement or refurbishment of the Sprinkler System, care must be taken to prevent fire hazards.

xv. The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

2.3. Environmental constraints and management

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

The *Contractor* shall comply with the environmental criteria and constraints state in Annexure A: EMS 048 Service & Maintenance Contractors Environmental Terms & Condition to Commence Work

2.4. Quality assurance requirements

- The Contractor shall have, maintain and demonstrate its use to the Project Manager the documented Quality Management System to be used in the performance of the works.
- The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:
    - Quality Plan for the contract;
    - Quality Policy; and
    - Index of Procedures to be used.
- The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.
- The Quality Plan means the Contractor’s statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- The *Employer* will ensure quality assurance objectives are met and the contractor must give the necessary co-operation and supply all the necessary management documentation as required.
- The Contractor shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.
- Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.
- The Contractor’s quality plan shall include or reference the quality plans of Sub-contractors.

2.5. Programming

- General: The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing. the works and in monitoring the progress of the work under the Contract. The information and data provided by the Contractor pursuant to this procedure must therefore be reliable, accurate and timely in presentation.
- Programme submission: The Contractor’s first Programme shall be submitted in both hard and soft copy forms within two weeks of kick off and using a computer software package approved by the Project Manager. The preferred software package is Microsoft Projects or similar approved.
- Contract programme (baseline): The Contractor’s First Programme shall become the “Contract Programme” or “baseline” against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed. Identified deviations from the baseline shall be addressed by the Contractor by either demonstrating that the deviation does not constitute a problem to the overall Contractor’s Programme or providing a course of action to remedy the deviation.
- Revisions to contract schedule: The Project Manager’s written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.

- Additional detail may be inserted into the Contract Programme at the request of either the Contractor or the Project Manager. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced. All revisions to the contract programme shall be prepared by, and at the cost of the Contractor.
- Supplementary programmes: The Project Manager may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The Project Manager shall not unreasonably request supplementary programmes.
- Cash flow: The Contractor shall submit to the Project Manager a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, payments received.
- Progress Reporting: To demonstrate the actual progress of the work under the Contract the Contractor shall, once every third week of the monthly, update and submit the contract programme and the progress to the Project Manager. The contract programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme The Contractor shall submit to the Project Manager a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.
- Progress monitoring and review: Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
- Monthly status report: The Contractor shall provide a written status report by the 20th of each month or such other reporting period as may be required by the Project Manager from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract. As a minimum the report shall include:

    - progress against the current approved contract programme.
    - summary of progress achieved during the period.
    - list of milestones achieved during the period.
    - status of design, procurement, and off-site works.
    - status of on-site works.
    - deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced.
    - status of approvals.
    - actual or anticipated problems with corresponding action plans to minimise the impact.
    - summary of works planned for the following period, and
    - cash flow status versus the original forecast.

  The progress report shall form the basis of a monthly progress meeting between the Project Manager and the Contractor.

- Monthly expediting report: The Contractor shall submit to the Project Manager by email within four (4) days after month-end a report on progress of any off-site manufacturing activities of the Contractor during the previous month. The report shall state the current percentage progress of each major piece of equipment as applies at that date.

  Each report shall state the actual completion date for those manufacturing activities completed in the last reported period, shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress. The Contractor shall also report his calculated overall completion percentage for each Subcontract at each report date.

2.6. Contractor's Management, Supervision and Key People

The employer's expectation is that the key resources have the necessary experience in managing, scheduling, planning and delivery of the works and comprehensive understanding of the NEC Contract Agreement stipulated in the contract data:

- The Contractor must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Employer and Contractor.
- The Contractor shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the Contractor to minimise replacement of individual project team members to ensure optimum contract management continuity.
- It is a requirement of this contract that the *Contractor* employs a full time, fully qualified and experienced Engineers who will perform design, assessment of equipment, commissioning and Contract Management responsibilities who has been delegated sufficient authority to manage the full contract efficiently for the duration of the contract.
- It is a requirement of this contract that the Contractor employs a full time, fully qualified and experienced Foreman/supervisor who has been delegated sufficient authority to manage the works. A supervisor/foreman will be required on each site. The Foreman/supervisor is required to be fluent in English, both in writing and orally.
- An organogram of all the Contractor 's people who will be directly involved with the management and execution of this contract down to Supervisory level, showing each key person named to do the job as stated in the Contract Data.

3.6 Insurance provided by the Employer

Refer to C1.5 ACSA Insurance Clause

3.7 Provision of bonds and guarantees

Without limitation to the Employer's rights under the Contract, the Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Project Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

- Retention will be applied to all interim payment certificates.
- Defects period of 12 months will be applied from date of works completion.
- Guarantees & Warrantees on the works – Where regulations and standards prescribe guarantees and warrantees are longer than the 12-month defects period, then guarantees and warrantees on such works shall be aligned with the applicable regulation or standard.
- Guarantees & Warrantees on the works – Where Original Equipment/Material Manufacturer (OEM/MM) guarantees and warrantees are longer than the 12-month defects period, then guarantees and warrantees on such works shall be aligned with the applicable OEM/MM guarantee or warrantees.

3.8 Invoicing and Payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager*'s payment certificate.

The *Contractor* shall address the tax invoice to:
Airports Company South Africa
King Shaka International Airport
PO Box 57701
4407

The Contractor shall address the tax invoice to the employer and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager.*
The contract number and title.
Contractor's VAT registration number.
The *Employer*'s VAT registration number 4930138393.
Description of service provided for each item invoiced based on the Price List.
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

3.9 Contract Change Management

Should there be any changes to scope during the contract period, ACSA KSIA shall formally notify the Contractor of any addition or reduction in scope of this contract. An addendum shall be compiled and signed by the two parties accordingly.

The contractor is to inform the client of any changes in writing and suitable mitigations to such changes are to be provided such that the client is not in any way prejudiced in line with the terms set out in the contract.

3.10 Records of Defined Cost to be kept by the Contractor

The contractor is to keep a detailed record of all payment claims and assessments of compensation events.

3.11 Training workshops and technology transfer

The contractor is to produce a comprehensive user manual which shall at a minimum include descriptions of installations, specifications on materials used, instructions on use, instructions on maintenance.

Transfer of Information (*Contractor* to *Employer*) and Basic Training to use the system/ equipment is required at commissioning and handover.

3. Engineering and design of the works

3.1. Employer's design

None

3.2. Parts of the works which the Contractor is to design

- The contractor must conduct inspections, assessments and test on the existing system/asset
- The contractor will produce assessment report and make presentations to the client for approval.
- The contractor will obtain client approval for all detailed designs and working drawings.
- The contractor will prepare and submit applications to local and applicable statutory authorities if needed.
- The contractor will ensure that all construction works is conducted in accordance with the agreed specifications and approvals.
- Ensure full compliance with all relevant legislation, regulations and standards
- In addition, the contractor is to design the following parts of the works:
  - Any temporary works required to construct the permanent works
  - Construction execution plan

3.3. Use of Contractor's design

All rights for use transfer to the employer

3.4. Use of Contractor's design

All rights for use transfer to the employer

3.5. Equipment required to be included in the works

Contractor to provide all equipment required to execute the works.

3.6. As-built drawings, operating manuals and maintenance schedules

Handover Documentation OEM Service Manuals, Operational Manuals, Maintenance Manuals & Drawings will be submitted and approved by the *Project Manager* prior to acceptance.

4. Procurement

The Contractor will respect OEM warrantees to the Employer always when procuring equipment, spare parts, products, or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where the Contractor uses or quotes on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Project Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement of sprinkler system and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

4.1. People

Key Personnel (Minimum)

- *1 X Supervisor*
- *1 X Millwright*
- *X Technical Assistants*

4.2. Subcontracting

Should any part of this Contract be subcontracted, the *Contractor* will be responsible for all Works (or failure to affect the Works) as if it were done so by the *Contractor*.

The Contractor shall provide any necessary facilities in order to manage any of their subcontractors to ensure that the works allocated to them are carried out in accordance with:

- The programme of works
- The contract requirements and
- In particular the requirements concerning access to and from the airport facilities at the beginning and end of working shifts. The Contractor shall also ensure that the Sub-Contractor complies with all the requirements as contained in the Contract Documentation, and particularly the Safety Plan, Environmental Management Plan and Operational procedure requirements.

4.2.1. Subcontract documentation, and assessment of subcontract tenders

All subcontractors used shall be experienced and shall demonstrate to the satisfaction of the client competency to execute the work for which they are being subcontracted.

The client reserves the right to reject subcontractors who cannot demonstrate the required experience and competency.

The Contractor shall only employ or bring a Sub-contractor onto the site and/or working areas with prior written approval of the Project Manager.

4.2.2. Limitations on subcontracting

The Contractor shall be responsible for the correct and complete installation of all Plant and Materials supplied by Sub-contractors.

In such instances where the Contractor employs a Sub-contractor who constructs or installs part of the Works, The Contractor shall ensure that any such Sub-contractor complies with all the safety, risk and quality requirements as stipulated in this document and as required by the Employer.

4.3. Plant and Materials

4.3.1. Plant & Materials provided "free issue" by the Employer

None

4.3.2. Contractor's procurement of Plant and Materials

The Contractor is to provide all the plant and materials necessary for the successful delivery of the project.

4.3.3. Tests and inspections before delivery

The contractor is to conduct and ensure that all materials delivered to site meet the quality criteria as defined in relevant SANS standards, regulations and adhere to the specifications provided in this tender.

Factory Acceptance test certificates to be submitted.

4.3.4. Marking Plant and Materials outside the Working Areas

Responsibility of the contractor as may be required.

4.3.5. Contractor's Equipment (including temporary works)

Due to operational constraints, all areas to remain operational for the duration of the works. The contractor is to provide all necessary temporary works and ensure the work is executed after hours. Disruption to Airport operations will not be tolerated. All temporary works to be removed upon completion and prior to commencement of airport operations the next day.

5. Construction

The *Contractor* must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the *Contractor*, the Employer might require the following from time to time:

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Communicating with current service provider in order to reduce risk to passenger loading bridges
- Providing access to other contractors
- Removing scrap from site

- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares

The Project Manager may instruct operational and works procedures to the *Contractor* as might be required from time to time. The *Contractor* will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

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5.1. People restrictions on Site; hours of work, conduct and records

All work that will disrupt airport operation to be carried out after airport operational hours.

After airport operational hours is defined as the time after the last flight for the day and the time before the first flight the next day.

5.2. Title to materials from demolition and excavation

Not Applicable

5.3. Underground services, other existing services, cable and pipe trenches and covers

The contractor shall take care with respect to all existing services. The Contractor shall exercise due care in of the underground services.

5.4. Equipment provided by the Employer

The Employer is in under no obligation provide any equipment for the contractor the contractor is to provide their own tools and equipment to execute the works.

5.5. Site services and facilities provided by the Employer

The location of the proposed construction camp shall be subject to ACSA's approval. The *Contractor* must liaise with ACSA to find a suitable site. Approval for the establishment of a construction camp must be obtained from ACSA. The Contractor is responsible for all arrangements for obtaining approval, establishment and subsequent removal and reinstatement of his construction camp.

If required, the *Contractor* shall supply portable chemical toilet facilities next to the construction site for his staff as well as for the Engineer's supervisory staff. These facilities must daily be erected and removed on a daily basis and regularly serviced to the satisfaction of the Airport Authorities and the Engineer.

5.6. Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing components are compatible with the proposed Works. Where this is not the case the Engineer's Representative must be notified in writing at the earliest possible time.

5.7. Site conditions and requirements

The *Contractor* will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the *Contractor*:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard
- cause traffic with airport users

The Contractor shall be responsible for the removal of all waste generated from the airport property and the proper disposal thereof elsewhere at his own cost.

The contractor shall ensure the existing services & infrastructure in the vicinity of the work area are protected.

5.8. Construction requirements

Installation and decommissioning procedure to be provided by the *Contractor* and approved by the *Employer (Project Manager)*. The program to clearly show sequence of activities, timelines, and resource allocations.

6. Completion, testing, commissioning and correction of Defects

6.1. Work to be done by the Completion Date

All work is to be done by the Contractor shall be completed by the Completion Date as per the program of activities as agreed by the Contractor and Project Manager.

The Project Manager cannot certify Completion until all the work except that listed above has been completed and is also free of Defects which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

6.2. Use of the works before Completion has been certified

The defects period shall commence upon works completion /sectional completion being certified.

6.3. Materials facilities and samples for tests and inspections

The appointed contractor will ensure that suitable tests and inspections are carried out to ensure compliance for all the works.

6.4. Commissioning

- The contractor will be responsible for commissioning of the works, these include submission of all required compliance certificates, occupancy certificates, engineers' certificates, warrantees, guarantees, check lists, as built information including drawings and specifications.
- The contractor shall ensure that all works have been completed according to design intent and is fit for purpose and fit for use as originally intended.
- Test all installations and equipment in accordance with OEM requirements and recommendations.
- Occupancy certificates (if needed) as issued by the local authority to be in place by the date sectional completion is confirmed. Failure to have the occupancy certificate in place will result in a delay in sectional completion certification until such time that occupancy certificates have been issued by the local authority.
- The appointed contractor shall facilitate, in coordination with the employer's agent the operational readiness and transfer process to ready the facility for end user occupation.

6.5. Start-up procedures required to put the works into operation

The contractor will be required to develop a procedure for the operational, readiness and transfer of the works. Such procedures will be developed in contract in consultation with the client, the client representative and the wider stakeholder community to ensure seamless handover.

6.6. Take over procedures

Final handover from the *Contractor* to the *Project Manager* to be done once all the works have been completed as per the Scope of Works and agreed upon.

6.7. Access given by the Employer for correction of Defects

The defects period shall commence after works completion has been certified for that respective airport, the contractor shall be allowed access to the site to remedy any defects that may arise within this period. Contractors are reminded that to access the site in the defects period, the following is required:

- Relevant insurances as outlined in the insurance specification.
- Updating of the safety file and obtain a permit to work from ACSAs safety department.
- Ensure that staff required to perform remedial works obtain ACSA access permits including medicals and relevant training.

The contractor shall make sure such provisions are allowed for as no further claim shall be allowed for remedial works within the defects period.

6.8. Performance tests after Completion

Contractor to submit methodology to Project Manager (prior to installation) for Approval of Testing procedures.

6.9. Operational maintenance after Completion

The contractor shall prepare and provide a comprehensive set of as-built drawings, technical specifications, operating and maintenance manuals to be issued.

7. Plant and Materials standards and workmanship

7.1. Plant & Materials

- All materials specified herein, wastage and supportive installation material shall be provided by the Contractor and understood as included in the relevant rates.
- Upon delivery of any material onto site, the Contractor must first confirm that such materials conform to specifications and thereafter provide proof of conformance to the Project Manager, prior to install.
- The contractor is to ensure that all materials used are new and free from defects and damage.

7.2. Workmanship

- Workmanship must be the best in each trade and executed by competent, certified and registered Artisans, proof of which must be kept on site for duration of the Contract.
- The Project Manager reserves the right to demand a more reliable replacement for any resources he justifies as not performing according to the standards of these specifications or relevant SABS standards.
- The contractor is to ensure all workmanship complies with applicable standards, regulation and industry best practise.

8. List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information. All relevant and available as built information will be provided after contract award.

Drawing number	Revision	Title

C3.3 C*ONTRACTOR*'S WORKS INFORMATION

Description of the Works

King Shaka International Airport has 17 Roller shutter doors located at Fire and Rescue department. 14 of these roller shutter doors are located at Fire truck parking and the other 3 are located at the LDV parking. The Roller shutter doors were installed in 2010 and have become corroded over the years, because of the corrosive environment. Thus, is has become essential to replace the roller shutter doors to ensure availability, safety, and reliability of roller shutter doors at the Fire Station.

A suitable service provider is required for the once off replacement of Roller Shutter Doors at KSIA. The doors need to be replaced with galvanized steel doors and the work shall be done in accordance with the acceptable law and regulations norms.

Scope of Work

The scope is for the decommissioning, supply, installation, testing and commissioning of Automatic Roller Shutter Doors at KSIA which includes:

1. Decommissioning of the existing Roller Shutter Doors and storing them at ACSA identified storage facility.

2. Supply and Installation of 14 x Automatic (Electrically Operated) Vertical Up and Over sectional Roller Shutter Doors for the Fire Tender Parking Bay.
   (i) Panel surface area to be equal to existing (as per the drawings supplied).
   (ii) Door leaf structure: Cold rolled galvanized steel (Z600) with galvanized steel guides.
   (iii) Door Leaf Finish: Safety Glazing to be used for viewing panels above 3 sections of aluminium panels to bottom of door.
   (iv) Safety Glazing Specification to be in accordance with SANS 613 in respect of wind and impact loads.
   (v) Aluminium panels to be specified to withstand high wind loads.
   (vi) Powder coated panels and frame Colour specification to match existing.

3. Supply and Installation of 3 x Automatic (Electrically Operated) Vertical Up and Over sectional Roller Shutter Doors for the LDV Parking Bay. The doors are to retrofit the existing structures.
   (i) Panel Surface area to be equal to existing (as per the drawings supplied).
   (ii) Door leaf structure: Cold rolled galvanized steel (Z600) with galvanized steel guides.
   (iii) Door Leaf Finish: Safety Glazing to be used for viewing panels above 2 sections of aluminium panels to bottom of door.
   (iv) Safety Glazing Specification to be in accordance with SANS 613 in respect of wind and impact loads.
   (v) Aluminium panels to be specified to withstand high wind loads.
   (vi) Powder coated panels and frame Colour specification to match existing.

4. The scope includes all mechanical, electrical and electronic supply, installation, testing and connections. The Contractor shall carter for fixing wall, floor, where it damaged due to the replacement of the roller shutter doors.

5. Door Operation:
   (i) 3 Phase electrical connection for motor
   (ii) The Contractor is to carry out the necessary electrical and electronic installations to ensure All Doors are Automatic (Electrically operated)
   (iii) Emergency hand crank operation option for use during power failures
   (iv) Fire Tender Parking Bay Door Operation:
      - The Garage Door should be timed to be Fully Open in 12 seconds (max).

- The doors must be interconnected to the Crash Alarm System.

6. Testing and commissioning:
   (i) Testing of all roller shutter doors after completion of the replacement
   (ii) The Contractor to rectify all defects identified during testing prior commissioning
   (iii) The ACSA representatives, Operation and Maintenance Service provider, shall be part of the testing and commissioning process to illustrate the functionality and operability of the system.

7. Operating and maintenance training:
   (i) Contractor to provide training to ACSA personnels. (Training to be separated to three training sessions due to different shift pattern)

8. Handover Documentation: Upon completion of the project and correction of all defects on the defect list the contractor shall hand over the site back to ACSA. Minimum documentation list of items to be handed over to ACSA upon completion of the project (2x hard copy file & soft copy):
   - Operating and Maintenance (O&M) Manuals
   - OEM Drawings and Technical Specifications
   - Electrical Certificates of Compliance (CoC)
   - Anti Corrosion Treatment Certification
   - Guarantees and warranties.
   - Surface Treatment Certificates
   - SANS Compliance Certificates
   - As-built drawings

9. Extend of service
   - The *Contractor* shall supply all necessary transport, labour, all associated equipment, material, plant and tools that may be required to execute the works. Provide all necessary fittings, fasters, and consumables required for dismantle, removal, cleaning the wall and floor prior installation, inspection and commissioning of the rollers shutter doors.
   - No installation shall be left unattended or incomplete for the next day, unless it communicated with the Project Manager
   - All work shall carry a defect free for a period of 12 months after completion of work.
   - The *Contractor* shall ensure housekeeping is done onsite and all waste is disposed.
   - Proposed Rollers shutter doors shall be pre-approved by the ACSA Representative before procurement.
   - All work shall be performed according to applicable Engineering Standards, Occupational Safety Health Act (OSHA), relevant Standard & Regulations and by the Original Equipment Manufacturer (OEM) requirements.
   - Where OEM standards differ from those required by this document the more stringent requirement shall apply.
   - The *Contractor* shall further ensure that any staff member partaking baggage pilferage or other criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
   - The *Contractor* shall keep accurate records of staff attendance, safety inspections, equipment lists and exception reports. Records shall be available to Contract Manager at any time. All records shall be in a format as agreed with the Contract Manager.
   - The *Contractor* shall notify Company Representative on any items/units which could adversely affect the operation of the airport or any equipment which needs attention beyond the scope of the contract.

10. Applicable Standard and Regulations

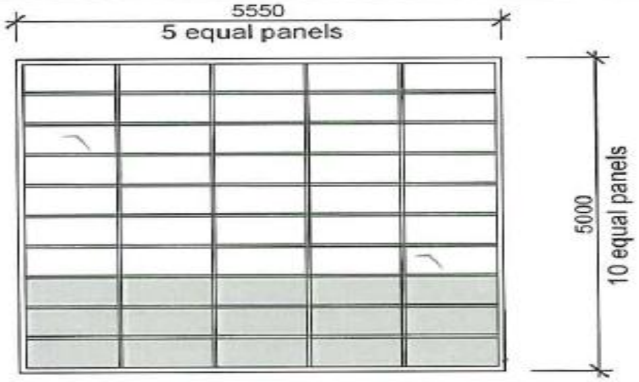
The Contractor shall comply with all applicable laws, rules and regulations including without limitation of the following (The latest version of laws, rules and regulations shall be used for this Contract):

- Occupational Health & Safety Act and Regulations, No.85 of 1993
- The Environmental Conservation Act 73 of 1989
- Environmental Management Systems: ISO 14001
- Air Traffic and Navigation Services Company Act, No.45 of 1993
- Airports Company Act, No.44 of 1993
- Aviation Act, No.74 of 1962
- Aviation Laws Amendment Act, No 82 of 1997
- Carriage by Air Act, No.17 of 1946
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- OEM installation requirements of each unit
- SANS 1253: Fire Resistance Doors and Shutters
- Close-Out Report

11. Quality of Materials

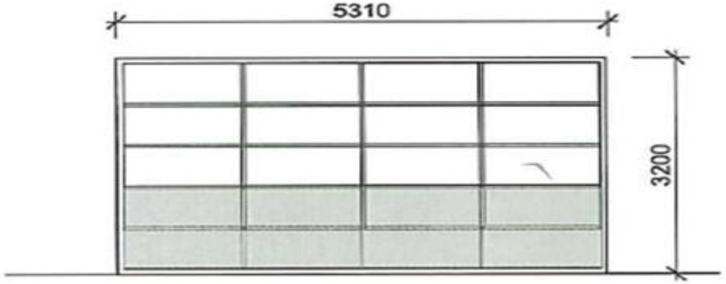
- All material shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions the Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist.
- All materials proposed by the Contractor shall be tested. The test, as well as the materials, shall be approved by the ACSA Project Manager.

Roller Shutter Doors Specification and Drawing



Width:	5550 mm
Heigth:	5 000 mm
Door Type:	Motorised Door up and over door
Location:	Fire Rescue Trucks
Hand:	N/A
Wall:	Steel Column

DOOR LEAF STRUCTURE:	Type DRR-01a electrically operated vertical up and over sectional door by specialist as Coroview or similar and approved 1.2mm thick cold rolled galvanised (Z 600) steel interlocking slats with 3mm steel guide. Slat depth 75mm Counter balance helical coil springs. Frame to suit fixed to the wall with 8 mm rawl bolts
LEAF FINISH:	Glazed viewing panels above 3 sections of aluminium panels to bottom of door
ACCESSORIES:	
NOTE:	Electrical motor operation through reduction gears, remote push button starter. Locking: key switch locking. Provide emergency hand crank operation for use in the power failure.
REVISIONS	



Width:	5 310 mm
Heigth:	3 200 mm
Door Type:	Motorised up and over door
Location:	LDV Parking
Hand:	N/A
Wall:	

DOOR LEAF STRUCTURE: Type DRR-01a electrically operated vertical up and over sectional door by specialist as Coroview or similar and approved 1.2mm thick cold rolled galvanised (Z 600) steel interlocking slats with 3mm steel guide. Slat depth 75mm Counter balance helical coil springs. Frame to suit fixed to the wall with 8mm rawl bolts

LEAF FINISH: Glazed viewing panels above 2 sections of aluminium panels to bottom of door

ACCESSORIES:

NOTE: Electrical motor operation through reduction gears, remote push button starter.
Locking: key switch locking.
Provide emergency hand crank operation for use in the power failure.

REVISIONS

PART C4: SITE INFORMATION

PART C4: SITE INFORMATION

1. Key site data

The site of work is located at King Shaka International Airport - Fire & Rescue: Airside. This is a restricted area with stringent access control measures put in place. The Contractor is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health and safety, environment, security, fire and access control.

1.1 Permits

- The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.
- The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.
- The Contractor shall have no claim against ACSA if a permit request is refused.
- No work shall be done without a written permission in the form of a permit/works order. Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Laptop permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety
Airside Projects/Works Permit	For all projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

1.2 Vehicle Permit (Permanent permits – for the duration of the project):

- The disc must be up to date
- Public Liability Up to date
- Vehicle certificate of Registration

- Ensure that the lifespan of the vehicles (Light commercial passenger vehicles (up to twelve (12) passengers)) does not exceed the following limits: maximum age eight (8) years
- Reflective strip on the vehicle 80% covered
- Decal x3 - one on the left and right front doors and one on the top (font size min 200mm high). Code can be the first three letters of the company name – E.g. For ACSA Vehicles Code can be **AC 01**
- Strobe light.
- The regular driver would need to have an AVOP on their permit when we complete the vehicle permits after the above has been sorted.

1.3 Cell phones and two-way radios

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

8.1.1. Hidden and other services within site

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

PART C5: ANNEXURES

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

This specification contains comprehensive occupational health and safety specifications.

LIST OF ABBREVIATIONS

ACSA	Airports Company South Africa
GAR	General Administration Regulations
GSR	General Safety Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

1. INTRODUCTION

1.1 Purpose of the Occupational Health and Safety Specification

The purpose of the OHSS is to assist Contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

1.2 Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 37305 of 7 February 2014 as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended.

The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the Contractor.

STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on ACSA projects and those affected by the activities taking place in and around them.

2.2 Interpretations

2.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose pro-active controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through the Agents, as appointed, monitor that the Contractor complies with the requirements of the OHSA and will not prescribe to the Contractor how such compliance is achieved.

Definitions

The definitions used will be those set out in the Regulation Gazette No 37305 of 7 February 2014 with the following addition:

ACSA: Airports Company South Africa

Hazard Identification and Risk Assessment and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Management Plan:

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Site:

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Regulations promulgated there under.

Contractor:

The Contractor terminology used in these specifications shall be deemed to cover Principal Contractor, Contractors and Subcontractors.

3. REQUIREMENTS AT TENDER STAGE

The Contractor shall make available the following with his completed tender:

A Preliminary Health and Safety Plan as described in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Prior to the commencement of construction work but not later than 7 days after the award of the contract, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more.
- the use of explosives.
- construction work that will exceed 30 days or 300 person-days.
- excavation work deeper than 1,0 m: or
- working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Returnable Schedules (The Occupational Health and Safety Act) of the tender document. See Annexure A for a copy of the notification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

5.01 Background

In terms of the Construction Regulations [Regulation 5(1)(b)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 5(1)(k), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5(1)(l), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

5.02 Framework for an Occupational Health and Safety Plan

5.02.1 Introduction

The Contractor must demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor is required to submit, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram – Tender Stage
- Quality Plan – Tender Stage
- Human Resources Plan – Tender Stage
- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation
- Commissioner or licensed compensation insurer – Tender Stage
- Proof of induction and other training of employees
- Example copies of minutes of previous Occupational Health and Safety Committee meetings and
- copies of Incident Investigation Reports.

5.02.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

5.02.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

5.02.2.2 Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subcontractors on site
- Handling design changes during the project
- Selection and control of subcontractors
- The exchange of Occupational Health and Safety information between all subcontractors
- Security
- Site induction and on site training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections.
- Incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate

6: APPOINTMENT OF SAFETY PERSONNEL

6.01 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.
The Contractor shall appoint a full-time Construction Supervisor, in writing, in terms of Regulation 8(1) of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where, justified by the scope and complexity of the works.

6.02 Construction safety officer

In terms of clause 8 of the Regulations the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of Quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract.

6.03 Health and safety Representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor shall appoint, in writing, a health and safety Representative whenever he has more than 20 employees in his employ on the works. The health and safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety Representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

6.04 Health and safety committee

In terms of Sections 17, 18 and 19 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety Representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor's Representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

6.05 Competent persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

Risk assessment for construction work (Regulation 9);
Fall protection (Regulation 10);
Structures (Regulation 11);
Temporary works (Regulation 10);
Excavation (Regulation 13);
Demolition work (Regulation 14);
Tunneling (Regulation 15);
Scaffolding (Regulation 16);

Suspended platform operations (Regulation 17);
Rope access work (Regulation 18);
Material Hoists (Regulation 19);
Bulk mixing plants (Regulation 20);
Explosive actuated fastening devices (Regulation 19);
Cranes (Regulation 22);
Construction vehicle and mobile plant (Regulation 23);
Electrical installation and machinery on construction site (Regulation 24);
Use and temporary storage of flammable liquids on construction site (Regulation 25);
Water environments (Regulation 26);
Housekeeping and general safeguarding on construction sites (Regulation 27);
Stacking and storage on construction sites (Regulation 28);
Fire precautions on construction sites (Regulation 29); and
Construction employee's facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

7: PROJECT / SITE SPECIFIC REQUIREMENTS

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

Health risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Exposure to hazardous substances and chemicals used on site.

Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The

Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Contractors with more than five (5) employees shall supply their own first aid box. Contractors with more than ten (10) employees shall have a trained and certified First Aider on site at all times.

Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Contractors are encouraged to provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

Lost or stolen;
Worn out or damaged.
Issued to temporary labour or staff.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: ‘no unauthorised entry’, ‘report to site office’, ‘site office’, ‘beware of overhead work’, ‘hard hat area’. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

8: HEALTH AND SAFETY FILE

The Principal Contractor shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall ensure that all other contractors open similar files in accordance with the Regulations.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

Annexure B is a list of the records to be kept on site.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

9: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

Hazards particulars to the contract
Identify what could go wrong and how
Identify the likelihood of this happening
Identify the persons at risk
Identify the extent of possible harm
Eliminating or reducing this risk
A monitoring plan
A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well. All risk assessments shall be updated and re-evaluated with any extra works or with any change to the scope of the works.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

10: ARRANGEMENTS FOR MONITORING AND REVIEW

The Client and/or Agent will conduct a Monthly, or at greater frequency, Audit to audit compliance with Construction Regulation 5(1)(n) and (o) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C will be used as format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

11: MEASUREMENT AND PAYMENT

The Contractor shall ensure that the sum of the amounts of the four items shall not be less than 1% of the Work Value of the Tender (Total: Schedule A).

Item
Unit

C11.01 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations…………………………………………………………....lump sum

The full amount will be paid in one instalment only once:-

(a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
(b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
(c) The Client has approved the Contractor's Health and Safety Plan.
(d) The Contractor has set up his Health and Safety File.

Item
Unit

C11.02 Contractor's time-related obligations in respect of the Occupational Health and Safety Act and Construction

Regulations…………………………………………………………………..month

The tendered rate shall represent full compensation for that part of the Contractors general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per month only after payment for item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.

Item
Unit

C11.03 Provision of full time Construction Safety Officer ………………………………………..month

The tendered sum shall include for the cost of a construction safety officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties. If a part time safety officer is appointed then the amount tendered will be prorated according to the amount of time spent on the project.

Item
Unit

C11.04 Submission of the Health and Safety File …………………………………………..lump sum

This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	4(1)	Notification to Provincial Director – Annexure A Available on site	Contractor
2.	4(1)(m)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Contractor)
3.	7(1)(d)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	7(2)(b)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	7(1)(e)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Contractor
6.	7(1)(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Contractor
7.	8(5)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6(6)] at design stage or on the Health & Safety Plan	Contractor
8.	9(6)	Risk Assessment Available on site for inspection	Contractor
9.	7(7)	Proof of Health & Safety Induction Training	Every Employee on site
10.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	11(1)(c)	All drawings pertaining to the design of structure On site available for inspection	Contractor

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
13.	11(2)(a) and (b)	Record of inspection of the structure [First 2 years – once every six (6) months, thereafter yearly]	Owner of Structure
14.	11(2)(c) and (d)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	12(3)(c)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	13(2)(h)	Record of excavation inspection On site available on request	Contractor
17.	17(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	19(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24		Copies of all appointments made in regard to safety supervisors and inspectors	Contractor

HAZARDOUS TASK IDENTIFICATION

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

(a) MAIN TASK	(b) SUB TASK
(c) ACCOMMODATION OF TRAFFIC	**(d) Clashes between Airport Fire and Safety traffic and construction work**
(e)	**(f) Dust (from jet blast)**
(g)	**(h) Traffic speed**
(i)	**(j) Provision of safety equipment**
(k)	**(l) Working next to air traffic (noise and jet blast)**
(m)	**(n) Erection of signage and barricades**
(o)	**(p)**
(q) EXCAVATING	**(r) By manual labour**
(s)	**(t) By excavating equipment e.g. Milling Machine**
(u)	**(v) Excavating duct slots by electrical/pneumatic breakers**

(a) MAIN TASK	(b) SUB TASK
(w)	(x)
(y) ELECTRICAL	(z) Working with generators and lighting
(aa)	(bb) Temporary installations
(cc)	(dd) Dealing with services provided by others
(ee)	(ff)
(gg) FIRE	(hh) Use and placement of fire extinguishers
(ii)	(jj) Fire fighting
(kk)	(ll) Gas Screed heaters
(mm)	(nn) Hand held gas burners
(oo)	(pp) Notification of Fire & Safety
(qq)	(rr)
(ss) MISCELLANEOUS	(tt) Site Establishment
(uu)	(vv) Housekeeping
(ww)	(xx) General storage
(yy)	(zz) Movement of equipment
(aaa)	(bbb) Use of personal transport
(ccc)	(ddd)
(eee) WORKSHOPS	(fff) Use of small electrical tools
(ggg)	(hhh) Gas and Flame Cutting
(iii)	(jjj) Welding
(kkk)	(lll) Use of general workshop equipment
(mmm)	(nnn) Tyre repair
(ooo)	(ppp) Use of jacking and lifting apparatus
(qqq)	(rrr)
(sss) HAZADOUS MATERIALS	(ttt) Petrol
(uuu) To be added to as required	(vvv) Diesel

(www) Materials safety date sheets as required	(xxx) Lubricants
(yyy)	(zzz) Cement and cement bags
(aaaa)	(bbbb) Road lime and lime bags
(cccc)	(dddd) Flammable materials
(eeee)	(ffff)Gas bottles
(gggg)	(hhhh)
(iiii) ANY OTHER DANGEROUS ACTIVITIES IDENTIFIED BY THE CONTRACTOR	(jjjj)
(kkkk) To be added by the Contractor at tender stage	(llll) a)
(mmmm)	(nnnn) b)

ANNEXURE B: ACSA CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN – EMS 050

1. Background

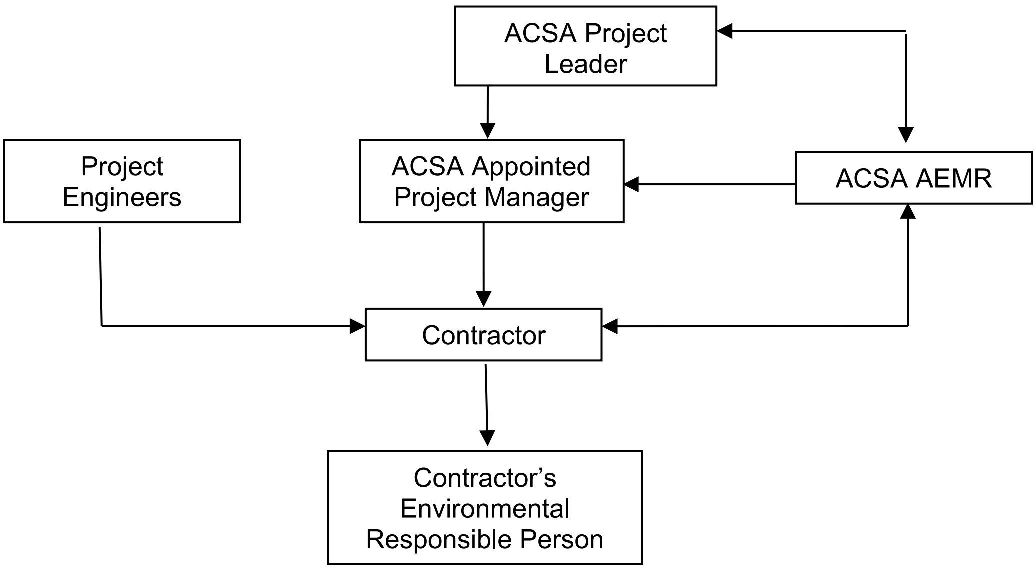
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

This EMP is provided to contractors at the tender stage to ensure all costs associated with this EMP can be appropriately costed.

2. Organisational Structure

It is essential that an organisational structure is established early in the construction phase of the project and that all parties concerned accept the structure. This identifies the responsibilities and the authority of the ACSA Project Leader, design team, Project Manager (PM), consulting engineers and the numerous contractors and sub-contractors.

Responsibility for the application of the construction phase EMP for the project starts with ACSA's Project Leader. The ACSA Project Leader will devolve this responsibility to the designated and appointed Project Manager to assume this task within his or her portfolio, who will in turn issue conformance instructions to the Contractor(s). The Contractor(s) will appoint an Environmental Responsible Person who will ensure that the requirements of the EMP are implemented by monitoring and auditing the performance of the Contractor. ACSA's AEMR (Airport Environmental Management Representative) shall play an oversight role and report on overall EMP compliance to the ACSA Project Leader.



2.1 ACSA Project Leader

This is an ACSA employee ultimately responsible for the overall success of a project. This person could be within the Commercial, Maintenance & Engineering, Projects or Airport Planning Department.

2.2 Project Manager (PM)

The PM is responsible for ensuring that on-site activities are undertaken in accordance with the requirements of the EMP. The PM will thus need to ensure that:

- This EMP is included in the contracted agreements issued to the contractor(s)
- Environmental Method statements requested by ACSA's AEMR are provided prior to construction
- Corrective action is implemented as required
- Appropriate records and information regarding compliance with the EMP requirements are maintained and made available to the AEMR
- Instructions as required by the AEMR are issued to the relevant contractor

2.3 Contractor

- The Contractor shall ensure that all employees, sub-contractors, suppliers, etc. are fully aware of and comply with the environmental issues and requirements detailed in this EMP
- The Contractor shall liaise closely with their Environmental Responsible Person and PM and will ensure that works on site are conducted in accordance with this EMP
- The Contractor is to have a copy of the EMP on site and be familiar with its contents
- The Contractor must ensure that all employees (permanent and temporary) and all sub-contractors that work on the site for longer than two days, receive Environmental Awareness Training prior to commencing work on site
- The Contractor shall appoint an Environmental Responsible Person in writing, and will forward this appointment to ACSA's AEMR
- Prior to construction commencement, the Contractor shall draft and submit written environmental method statements to ACSA's AEMR for approval, covering those activities which are identified (in this document and/or by the AEMR), as being potentially harmful to the environment

Environmental Method Statements indicate how compliance shall be achieved and environmental risk will be mitigated. The environmental method statement shall state clearly:

- Timing of activities
- Materials to be used
- Equipment and staffing requirements
- The proposed construction procedure designed to implement the relevant environmental specifications
- The system to be implemented to ensure compliance with the above; and
- Other information deemed necessary by the AEMR and Environmental Responsible Person.

Method statements shall be submitted at least five working days prior to expected commencement of work on an activity, to allow the AEMR time to study and approve the method statement. The contractor shall not commence work on that activity until such time as the method statement has been approved in writing by the AEMR.

Due to changing circumstances, it may be necessary to modify method statements. In such cases, the proposed modifications must be indicated and agreed upon in writing between the AEMR and Environmental Responsible Person. The AEMR and Environmental Responsible Person must retain records of any amendments and ensure that the most current version of any method statement is being used.

2.4 Contractor's Environmental Responsible Person

The Contractor shall appoint / designate an environmental responsible person to liaise with ACSA's AEMR and ensure that the requirements set out in this EMP are implemented. The Environmental Responsible Person shall:

- Develop a system to ensure that the EMP and Environmental Method Statements are effectively implemented;
- Audit this system so that he/she can demonstrate to the AEMR that the EMP and Environmental Method Statements are being effectively implemented;
- Ensure that Contractors staff, sub-contractors, suppliers etc. are aware of their requirements in terms of the EMP and that they adhere to the EMP.
- Ensure that responsible persons for sub-contractors or sub-contractors are designated to carry out the requirements of the EMP and Environmental Method Statements;
- Have sufficient authority to issue site instructions to the Contractors staff on their site.
- Ensure that the Contractor and his Subcontractors and his employees have received the appropriate environmental awareness training before commencing on site.
- Meet with the Contractor to discuss the implementation of and non-conformances with this document.
- Identify appropriate corrective action if non-compliance occurs or unforeseen environmental issues arise that require environmental management action.
- Keep a register of major incidents (spills, injuries, complaints, legal transgressions, etc.) and other documentation related to the EMP.
- Issue stop orders when required.
- Report to ACSA's AEMR any problems (or complaints) related to conformance with this document which cannot first be resolved in co-operation with the Contractor and/or his Subcontractors.
- Assist in finding environmentally acceptable solutions to construction problems.

2.5 ACSA's AEMR shall:

- Request, review and approve environmental method statements from the Contractor.
- Undertake regular inspections (at least monthly, and more frequently at the AEMR's discretion) of the site in order to check for compliance with method statements as well as specifications outlined in this EMP.
- Provide an audit report to the ACSA Project Leader.

3. Environmental Specifications

3.1 Location of camp and depot

- The Contractor's Camp and Materials Storage Area shall be located at a position approved by the AEMR. No site staff other than security personnel shall be housed on site.
- The Contractor shall provide water and/or washing facilities at the Contractor's Camp for personnel.
- The Contractor's Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

3.2 Demarcation of the site & access

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants, and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his own expense to the satisfaction of the AEMR.

Security and access to the site must be controlled at all times.

3.3 Traffic control & safety

Traffic control and safety shall be done in accordance with the South African Traffic Safety Manual, with the relevant signs, flagmen, barriers, etc. being provided at the various access points. Traffic control shall be done in co-operation with local traffic officials. All laws and regulations applicable on the public road system are enforceable on the construction site. Due to the activities involved in the construction phase, trucks and other related vehicles will be using the roads leading to the site. These vehicles will need to be roadworthy and abide by the speed limits. The Environmental Management Plan for the construction phase should monitor the impact on current traffic by additional construction vehicles to ensure noise, safety and dust issues are kept to a minimum.

3.4 Ablution facilities

The Contractor shall provide the necessary ablution facilities for all his personnel.

Chemical toilets shall be provided, with a minimum of one toilet per 15 persons. Toilets shall be easily accessible and shall be transportable. The toilets shall be secured to prevent them from blowing over, and shall be provided with an external closing mechanism to prevent toilet paper from being blown out. Toilet paper dispensers shall be provided in all toilets. Toilets shall be cleaned and serviced regularly by a reputable toilet servicing company. Toilets shall be emptied before long weekends and builders' holidays.

The Contractor shall ensure that chemicals and/or waste from toilet cleaning operations are not spilled on the ground at any time. Should there be repeated spillage of chemicals and/or waste (i.e. more than three incidents), the Contractor shall be required to place the toilets on a solid base with a sump at his own expense. Accumulations of chemicals and waste will have to be removed from the site and disposed at an approved waste disposal site or sewage plant.

Abluting anywhere other than in the toilets shall not be permitted. Repeated use of the veld or other areas for ablution purposes (i.e. more than three incidents) may result in the guilty party being given a spot fine. The Contractor shall also be responsible for cleaning up any waste deposited by his personnel.

3.5 Domestic wastewater

Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable conservancy tank. The Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. The Contractor shall employ a suitable qualified sub-contractor or the local authority to empty the conservancy tank.

3.6 Environmental training

According to the National Environmental Management Act (107 of 1998), any costs incurred to remedy environmental damage shall be borne by the person responsible for that damage; it is therefore critical that the contractors read and understand the requirements of this document and any succeeding documents pertaining to environmental requirements before construction commences. It is a requirement of the act that everyone takes reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner.

Training is fundamental to the successful implementation of the EMP. All personnel whose work may result in an impact on the environment must receive appropriate training in the environmental procedures to be followed. In this regard, the following must be fulfilled:

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The Environmental Responsible Person may call upon the services of a specialist environmental education translator should this be required. Contractors, sub-contractors and all their staff must attend.
- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.

- All staff must be trained in emergency response procedures; attendance records must be filed and available on site.
- Environmental awareness posters are to be displayed on site. Environmental 'do's and don'ts' must be clearly illustrated. The posters shall use pictures to convey the intended message and any explanatory text will be in English and the local dialect.

3.7 Solid waste management

- Solid waste includes construction debris (e.g. packaging materials, timber, cans etc.) waste and surplus food, food packaging etc.
- The Contractor shall institute an on-site waste management system that is acceptable to the AEMR in order to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be extremely high.
- All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean-up of the site. This daily/weekly clean up shall be for the Contractor's account.
- The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is essential. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by his employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:

- Hazardous waste (including used oil, diesel, petrol tins, paint, bitumen, etc.);
- Recyclable waste (paper, tins, glass);
- General waste; and
- Reusable construction material

Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. The Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Environmental Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off-site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Contractor shall keep documentary proof of the safe disposal of all waste, which will be available for audit at all times and will also include the waste type and volume.

The Contractor is advised that spot fines for littering have been included in this document. Offenders found littering will be liable for the spot fine.

3.8 Protection of fauna and flora

All fauna and flora (unless alien) within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares.

3.9 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavations, the Contractor shall stop work immediately and inform the AEMR. The AEMR will inform the South African Heritage Resource Agency (SAHRA) and arrange for a palaeontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits.

3.10 Water pollution prevention & management

The Contractor shall prevent pollution of surface or underground water and shall comply with the Water Act, 36 of 1998, and any other national, provincial and local legislation regarding the prevention of water pollution, including the pollution of groundwater and any wetland on site.

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Ground contamination may hinder or prevent the re-establishment of natural vegetation. The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

Stormwater and/or groundwater may accumulate on site during the construction period and there is the potential for this water to be contaminated as a result of construction procedures. The Contractor shall ensure that this water does not become contaminated. Contaminated water (eg. cement washings, waste water from ablution or kitchen facilities etc.) shall be collected in a conservancy tank, removed from the site and disposed of in a manner approved by the AEMR.

3.11 Stormwater control

Contractors shall take reasonable measures to prevent erosion resulting from a diversion, restriction or increase in the flow of stormwater caused by the presence of their works, operations and activities. Any stormwater collected in bunded areas containing oils, fuels, chemicals or other potentially polluting substances shall be pumped out of the bund, collected in a suitable container and removed from the site for appropriate disposal.

Contractors shall provide adequate control measures to prevent stormwater damage and erosion during construction. Control measures should include the control by sumps and adequate pumping of water ingress into trenches below the water table. Stormwater should also be directed into attenuation ponds wherever possible. All methods of stormwater control during the construction phase are to be agreed and approved by the AEMR.

Berms and existing stormwater drainage systems shall be used to prevent surface run-off from entering site excavations.

3.12 Water resource management

Water is a scarce resource and shall be conserved wherever possible. The Contractor shall not waste water (e.g. water areas excessively etc.). All leaking water pipes are to be repaired or replaced immediately. The Contractor shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

3.13 Pollution prevention and remediation

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Pollution could result from the release, accidental or otherwise, of contaminated runoff from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run off from stockpiles, solid waste, litter, etc.

The first activity to be undertaken once a spill occurs is to terminate the source of the spill and contain the polluted area.

All fuel, oil or hydraulic fluid spills are to be reported to the Project Manager/ Engineer, Environmental Responsible Person and AEMR so that appropriate clean-up measures can be implemented.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site. Sufficient quantities of suitable hydrocarbon absorbent or remediation materials must be present on site at all times. Absorbent “spill-mop-up” products need to be on hand – Enretech, Spillsorb or Drizit type products should be investigated for these purposes.

Concrete-mixing equipment (mixers and the like) shall not be discharged overland. Such water shall be collected in a conservancy tank, removed from the site and disposed of in the correct manner. The Contractor may consider reusing such water for washing other concrete equipment to minimise the amount required to be removed off site.

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore, the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- the visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible signs into the ground is not acceptable; and
- all aggregate is also removed.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

3.14 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the AEMR. All waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the AEMR. The Contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

3.15 Fuels and Chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Environmental Responsible Person/AEMR and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the AEMR and relevant authorities, if appropriate.

3.16 Fuel & Hazardous Materials Storage

Contractors shall identify fuels and hazardous substances to be stored on the site and shall ensure that they know the effects of these substances on their staff and the environment. The Environmental Responsible Person shall keep a copy of a fuels and hazardous substance inventory which shall be available on site.

Contractors shall ensure that the quantities of fuels and chemicals on site are appropriate to the requirements and are stored and handled so as to avoid the risk of spillage. All fuels, oils and chemicals shall be confined to a specific and secured area. These materials shall be stored in an area with a concrete or other impervious base, which is adequately bunded. The volume of the bund shall be two times the volume of the containers stored. Gas and fuel should not be stored in the same storage area, and any generators used on the site should also be placed on a bunded surface.

The Contractor shall be responsible for securing any permits / certificates that may be required in respect of fuel storage from the local authorities.

In addition, the following must be implemented:

- All fuel stores must be equipped with a fire extinguisher.
- Materials Safety Data Sheets must be available on site and filed accordingly.
- No vehicle servicing may take place on the site. Servicing of equipment that uses hydrocarbon fuels, oils, lubricants and other hazardous chemicals may only take place in the site camp under conditions approved by the AEMR.
- All fuels are to be stored within a lined / demarcated area in the Site Camp. No refuelling is to take place outside of this demarcated area unless authorised by the Environmental Responsible Person. Note that filling machinery in the field (on site) from canisters should be cleared with the Environmental Responsible Person and both a “no leak” funnel / pump and one of the above mentioned absorption products must be on hand in the event of such refuelling taking place.

3.17 Dust control

The Contractor shall be responsible for the continued control of dust arising from his operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, because too much water will be lost to evaporation. The use of water carts is preferred.

3.18 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Environmental Responsible Person and/or AEMR may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

3.19 Emergency procedures

The Contractor shall ensure that emergency procedures are set up prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances, etc. Emergency procedures, including responsible personnel, contact details of emergency services, etc. shall be made available to all the relevant personnel and shall be clearly demarcated at the relevant locations around the site.

The Environmental Responsible Person shall advise the Contractor, PM and AEMR of any emergencies on site, together with a record of action taken.

3.19.1 Fires

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on or off site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

No smoking will be permitted on the site except for within a designated area in the site camp. Suitable firefighting equipment must be readily available in this area.

The Contractor must ensure that the contact details of the nearest Fire Department are displayed on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

4. Site clearance and rehabilitation

4.1 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stockpiled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the AEMR.

4.2 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Any erosion that does occur must be reinstated at the Contractor's cost.

4.3 Rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones, as well as all spoiling. The Contractor shall revegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rotovation or other, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

4.4 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before revegetation is commenced, the Contractor shall, at his own cost, loosen the crust by scarifying to a depth of 150 mm.

5. Management and monitoring

This section focuses on the systems and procedures required to ensure that the environmental specifications are effectively implemented. Emphasis is on monitoring and penalties, aimed at ensuring compliance with this document.

5.1 General inspection monitoring and reporting

The Environmental Responsible Person shall:

- Inspect the site on a daily basis to ensure that the environmental specifications are adhered to.
- Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc.) as well as corrective and preventive actions taken.
- Conduct regular internal audits (at least weekly) to ensure that the system for implementation of the EMP is operating effectively and keep records of these audits.
- Conduct monthly meetings for the duration of the project. These will be attended by the Environmental Responsible Person, Contractors Resident Engineers and sub-contractor representatives, and will be minuted and available for audit. The agenda will cover compliance with the EMP and environmental method statements, results of audits, non-compliances and corrective and preventative actions with agreed dates, and environmental queries.

5.2 Penalties

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

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

Penalties may range between R200.00 and R20, 000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by the AEMR and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his own expense.

A preliminary list of infringements for which penalties will be imposed is as follows:

- Moving outside the demarcated site boundaries;
- Littering of the site and surrounds;
- Burying waste on site and surrounds;
- Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
- Making fires outside designated areas;
- Defacement of natural features;
- Spillage onto the ground of oil, diesel, etc.;
- Picking/damaging plant material;
- Damaging/killing wild animals; and
- Additional fines as determined by the AEMR and added to this list.

The AEMR may also order the Contractor via the ACSA Project Leader to suspend part or all the works if the Contractor repeatedly causes damage to the environment by not adhering to the EMP. The suspension will be enforced until the offending actions, procedure or equipment is corrected. No extension of time will be granted for such delays and all costs will be borne by the Contractor.

ANNEXURE C: POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

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

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

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

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

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

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

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

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

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

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

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

ANNEXURE D: LOW SERVICE DAMAGES

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, ____ (Name & Surname) of

____

____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: ______________________ on this date: _______________________ (dd/mm/yyyy)

at: ____ (airport nam