AIRPORTS COMPANY SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER NUMBER: CTIA8019/2025/RFP
PROJECT No: 3014

TITLE OF PROJECT: JOINT MONITORING TEAM (JMT) FOR THE PROVISION OF PROFESSIONAL BUILT ENVIRONMENT SERVICES FOR DESIGN AND CONSTRUCTION OF A CRITICAL INFRASTRUCTURE PROTECTION PERIMETER FENCE AND INSTALLATION OF A FENCE ALONG THE INTERIM IDENTIFIED AIRFIELD BOUNDARY FOR A PERIOD OF 60 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT.

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at Cape Town International Airport

(Registration Number: 1993/004149/30)

and ____

(Registration Number: ______________________________)

for **JOINT MONITORING TEAM (JMT) FOR THE PROVISION OF PROFESSIONAL BUILT ENVIRONMENT SERVICES FOR DESIGN AND CONSTRUCTION OF A CRITICAL INFRASTRUCTURE PROTECTION PERIMETER FENCE AND INSTALLATION OF A FENCE ALONG THE INTERIM IDENTIFIED AIRFIELD BOUNDARY FOR A PERIOD OF 60 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT.**

Contents:

VOLUME 2

NAME OF BIDDER: ....

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 **Joint Monitoring Team (JMT) for the Provision of Professional Built Environment Services for Design and Construction of a Critical Infrastructure Protection Perimeter Fence and Installation of a Fence along the Interim Identified Airfield Boundary for a Period of 60 Months at Cape Town International Airport**

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

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

Number	Services	Tick (√)
1	Project Manager	
2	Architect	
3	Quantity Surveyor	
4	Civil Engineer	
5	Structural Engineer	
6	Electrical Engineer	
7	Electronic / IT Engineer	
8	Construction Health & Safety Agent	
9	Environmental Control Officer	

DISCIPLINE: 1. PROJECT MANAGER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

………

……………………………………………………………………………………………………… (in words).

R…………………………………………………………………… (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 2. ARCHITECT

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

………

……………………………………………………………………………………………………… (in words).

R…………………………………………………………………… (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 3. QUANTIY SURVEYOR

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

………

……………………………………………………………………………………………………… (in words).

R…………………………………………………………………… (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 4. CIVIL ENGINEER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

………

……………………………………………………………………………………………………… (in words).

R…………………………………………………………………… (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 5. STRUCTURAL ENGINEER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

....

.... **(in words).**

R.. (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 6. ELECTRICAL ENGINEER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

....

.... **(in words).**

R.. (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE: 7. ELECTRONIC/IT ENGINEER

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

....

.... **(in words).**

R.. (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE:7. CONSTRUCTION HEALTH AND SAFETY AGENT

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

....

.... **(in words).**

R.. (in figures)
Please fully complete Offer in Words AND in Figures

DISCIPLINE:8. ENVIRONMENTAL CONTROL AGENT

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

……

…… (in words).

R………………………………………………………………………… (in figures)
Please fully complete Offer in Words AND in Figures

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)			
Name(s)			
Capacity			
For the Bidder:			
	(Insert name and address of organisation)		
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 **Consultant** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) ....

Name(s) ....

Capacity ....

for the Employer

....

(Insert name and address of organisation)

.... Date ....

Name & signature of witness ....

Schedule of Deviations

1 Subject ....

Details ....

....

....

....

2 Subject ....

Details ....

....

....

....

3 Subject ....

Details ....

....

....

....

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

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

	For the Employer	**For the Bidder**
Signature (s)		
Name (s)		
Capacity		
Name and Address	**Airports Company South Africa SOC Limited** Cape Town International Airport, Private Bag X9002 Cape Town 7525	

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

Part C1.2 Contract Data

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

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

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

Part one - Data provided by the *Employer*

1	**General**	

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

A: Priced contract with activity schedule[1]

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X2 Changes in the law[2]

X7: Delay damages

X9: Transfer of rights

X10: *Employer*'s *Agent*[3]

X11: Termination by the *Employer*[4]

X13: Performance Bond

X18: Limitation of liability

Z: *Additional conditions of contract* are clause Z1 to Z30, as applicable

of the NEC3 Professional Services Contract, April 2013.

10.1	The *Employer* is (Name):	Airports Company South Africa Limited SOC
	Address:	Airports Company South Africa Cape Town International Airport Private Bag X 9002 Cape Town 7525
	Tel No:	021 937 1200
11.2(9)	The *services* are	the provision of professional Project Management, Quantity Surveying, Engineering (Civil, Structural, Electrical and Electronic / IT Engineer), Health & Safety and Environmental Control Officer services for the Design and Build of Critical Infrastructure Protection Perimeter Fence and Installation of a Fence Along the Interim Identified Boundary at ACSA's Cape Town International Airport for a Period of 60 Months

11.2(10)	The following matters will be included in the Risk Register[1] • **Site constraints and constructability** • **Access to Site (approvals and permits, police clearance required)** • **Deviations from Programme & cash flow** • **Delay in supply of material and equipment** • **Statutory requirements and approvals**	
11.2(11)	The Scope is	in the document called Part 3: Scope of Work
12.2	The *law of the contract* is	the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The *language of this contract* is	English
13.3	The *period for reply* is	2 weeks
13.6	The *period for retention* is	N/A
2	**The Parties' main responsibilities**	
25.2	The *Employer* provides access to the following persons, places and things	

	access to	***access date***
1	Airside	Upon Issuing of Purchase Order (PO) number

3	**Time**	
31.2	The *starting date* is	Upon signing of the contract by the Employer
11.2(3)	The *completion date* for the whole of the *services* is	60 months after contract start date.
11.2(6)	The *key date*s and the *condition*s to be met are:	

	Condition **to be met**	***key date***
1	Coordinating Design Development Report and submit to Employer for acceptance	As per accepted program
2	Coordinating Documentation and Procurement and submit to Employer for acceptance	As per accepted program
3	Works Completion and Closeout Report and submit to Employer	As per accepted program
5	Final Works Completion Report and submit to Employer	As per accepted program

31.1	The *Consultant* is to submit a first programme	4 weeks upon signing of the contractor by the Employer
32.2	The *Consultant* submits revised programmes at intervals no longer than	4 weeks.
4	**Quality**	
40.2	The quality policy statement and quality plan are provided within	4 weeks upon signing of the contract by the Employer.
41.1	The *defects date* is	52 weeks after Completion of the whole of the *service*s.
5	**Payment**	
50.1	The *assessment interval is*	25th day of each successive month.
51.1	The period within which payments are made is	4 weeks.

51.2	The *currency of this contract* is the	South Africa Rand (ZAR)
51.5	The *interest rate* is	1% above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by Nedbank Bank of South Africa for amounts due in Rands; and the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.
6	**Compensation events**	No data required for this section of the *conditions of contract*.
7	**Rights to material**	No data required for this section of the *conditions of contract*.
8	**Indemnity, insurance and liability**	
81.1	The amounts of insurance and the periods for which the *Consultant* maintains insurance are	

Event	Cover	Period of insurance
failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *service*s	Refer to C5.3	Minimum of 4 years
death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	Refer to C5.3	Minimum of 4 years
death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993	3 years

81.1	The *Employer* provides the insurances	Refer to Insurance Schedule, Annexure C5.3.
82.1	The *Consultant*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Refer to Insurance Schedule, Annexure C5.3
	The *Consultant* provides these additional insurances.	Refer to Insurance Schedule, Annexure C5.3 .
9	**Termination**	Refer to Secondary Clause X11.
10	Data for main Option clause	
A	**Priced contract with activity schedule**	
21.3	The *Consultant* prepares forecasts of the total of the *expenses* at intervals of no longer than	*4 weeks*.
11	Data for Option W1	
W1.1	The *Adjudicator* is (Name)	TBC
	Address	
	Tel No.	
	Fax No.	

	e-mail	
W1.1	The *Adjudicator* is	the person selected by the Party intending to refer the dispute, from the **Panel of Adjudicators** listed in **Annexure C.1** of this Contract Data.
W1.2(3)	The *adjudicator nominating body* is	the Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.
W1.4(2)	**The tribunal is**	**arbitration**
W1.4(5)	The *arbitration procedure* is .	as set out in the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)	The Chairman for the time being of the Arbitration Foundation of South Africa (AFSA) (or its successor body) or his nominee.
12	**Data for secondary Option clauses**	
X2	**Changes in the law**	
X2.1	The *law of the project* is	The law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	**Delay damages**	
X7.1	Delay damages for late Completion of the whole of the *services* are	Amount per day is 0.05% up to the maximum of 10% of the total contract value.
X10	**The *Employer's Agent***	
X10.1	The *Employer's Agent* is Name: Address:	
	The authority of the *Employer's Agent* is	**Includes but not limited to the following:** • **To assess and process all invoices payable by the Employer.** • **To manage the project on behalf of the Employer.** • **It is the Employer's sole discretion to amend the authority of the Employer's Agent under this contract through prior written communication to the *Consultant*.**
X11	**Termination by Employer**	Terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.
X18	**Limitation of liability**	
X18.1	The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to	R0.00 Nil – Neither Party is liable to the other for any consequential or indirect loss, including but not limited loss of profit, loss of income or loss of revenue.

X18.2	The Consultant's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the incurred losses and/or damages caused to the property
X18.3	The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to	The total of the incurred losses and/or damages caused to the property

Z ***Additional conditions of contract***

The *additional conditions of contract* are

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 **Add the following at the end of core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, *the Project Manager, the Supervisor* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

Z2.1 In this contract:

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

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

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

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

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

Z2.1.6 references to "month" shall be to a calendar month;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Z5 Sub-consulting

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

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

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

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

Z6.2.1 the Scope;

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

Z6.2.3 the applicable laws and regulations; or

Z6.2.4 any other provision of this contract.

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

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

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

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

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

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

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

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

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

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

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

Z7.2 The *Employer* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z8 Assessing the amount due:

Delete the first sentence of core clause 50.2 and replace with the following:
Invoices submitted by the Consultant to the Employer include

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

Z9 **Payment**

Z9.1 **Delete the first sentence of core clause 51.1 and replace with the following:**
Each payment is made by the Employer within three weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

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

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

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

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

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

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

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

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

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

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

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

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

Z21 **Performance Bond**

Z21.1 **Amend the first sentence of secondary option clause X13.1 to read as follows:** The *Consultant* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Employer* has accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.

Z21.2 **Add the following as new secondary option clause X13.2:** The *Consultant* ensures that the performance bond is valid and enforceable until the end of the *contract period.* If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Consultant* extends the validity of the performance bond until the end of the *contract period.* If the *Consultant* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.

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

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

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

ADDITIONAL Z CLAUSES

Z23 **Cession, delegation and assignment**

Z23.1 The *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Consultant*.

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

Z24 **Joint and several liability**

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

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

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

Z25 **Ethics**

Z25.1 The *Consultant* undertakes:

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

Z25.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z25.2 The *Consultant*'s breach of this clause constitutes grounds for terminating the *Consultant*'s obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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

Z26 Confidentiality

Z26.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z26.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

Z26.3 This undertaking shall not apply to –

Z26.3.1 Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z26.3.2 Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z26.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time);

Z26.3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z27 *Employer*'s Step-in rights

Z27.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within the period stated in the notification of the default by the *Project Manager*, the *Employer*, 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 subconsultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z27.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z28 Liens and Encumbrances

The *Consultant* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Consultant,* vis-a-vis the *Employer,* waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Sub-Consultants similarly, vis-a-vis the *Employer,* waive all liens they may have or become entitled to over such Equipment from time to time.

Z29 Intellectual Property

Z29.1 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.

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

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

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

Z29.5 The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:

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

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

Z29.5.3 the proper use of the Works.

Z29.6 The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

AMENDMENTS TO THE W OPTION CLAUSES

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

Z30.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".

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

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

Z30.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."

Annexure C1 - Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises.

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

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C1.2 Contract Data – Part 2

Part two - Data provided by the *Consultant*

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

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

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

Clause	Statement	Data
10.1	The *Consultant* is (Name):	
	Address	
	Tel No.	
	Fax No.	
22.1	The *Consultant's key person*s are:	
	1. Name:	
	Job:	Project Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	2. Name:	
	Job:	Architect
	Responsibilities:	
	Qualifications:	
	Experience:	
	3. Name:	
	Job:	Quantity Surveyor
	Responsibilities:	
	Qualifications:	
	Experience:	
	4. Name:	
	Job:	Civil Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	

	5. Name:	
	Job:	Structural Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	6. Name:	
	Job:	Electrical Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	7. Name:	
	Job:	Electronic / IT Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	8. Name:	
	Job:	Construction Health and Safety Agent
	Responsibilities:	
	Qualifications:	
	Experience:	
	10. Name:	
	Job:	Environmental Control Officer
	Responsibilities:	
	Qualifications:	
	Experience:	
11.2(3)	The *completion date* for the whole of the *services* is	**Date on which the certificate of final completion is issued.**
11.2(10)	The following matters will be included in the Risk Register	• **Site constraints and constructability** • **Access to Site (approvals and permits, police clearance required)** • **Deviations from Programme & cash flow** • **Delay in supply of material and equipment** • **Statutory requirements and approvals**
25.2	The *Employer* provides access to the following persons, places and things	**access to** ***access date***

	1	**All relevant areas in the Airport**	**Upon contract award**
	2	**Relevant Engineering, Operational and Maintenance Personnel of ACSA**	**Upon contract award**

Part C2: Pricing Data

C2.1 Pricing Instructions

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

- ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021,
- SACPCMP Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project & Construction Management Professions Act, 2000, (Act No. 48 of 2000) as amended in Government Gazette No. 34858 & 42697,
- SACQSP Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000, (Act No. 49 of 2000) as amended in Government Gazette No. 39134, 28 August 2015.
- SACAP Professional Fees Guideline Issued in terms of section 34(2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000), 7 August 2020.

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

Guidelines amended by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in this Tender document.
- Pricing Assumptions mean the criteria as set out below, read together with all parts of this Tender document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
- While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- For the Activity Schedule, the following words shall have the meanings hereby assigned to them:
    - Unit: The unit of measurement for each item of work.
    - Quantity: The number of units of work for each item.
    - Rate: The agreed payment per unit of measurement.
    - Amount: The product of the quantity and the agreed rate for an item.
    - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
    - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.
- A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.

- A price/rate shall be entered against each item in the Activity Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero “R0.00” or “Nil” shall be entered.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel the project at any time. Should the Employer exercise this right, the below shall be applicable.
  - Termination shall be administered per the Contract (NEC3 PSC) and the applicable Built Environment Gazetted Guidelines.
  - Third Party Service Providers - If a termination is administered, Third Party Service Providers will only be paid for work done. The above applies to Surveying, Geotechnical, Testing, Site Monitoring, Environmental Services, etc.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel a project stage at any time.
- Traveling time, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment. See disbursement Schedule.
- Tenderers must only price in accordance with the pricing schedule.
- During the project lifecycle, the professional fees will be adjusted in line with the estimated construction value and percentage fee tendered. The first fee adjustment will be at the end of Stage 3: Design Development. The offered percentage is fixed and will be applied to the final construction awarded value for final fee calculation purposes.
- Project Closure fees will only be released upon completion and handover of all project documentation at the end of the project. Documents/data will be required in CAD dwg, MS Word, PDF and Excel format. All Third-Party services data must be submitted at project close out.
- The BPA (Blanket Purchase Agreement) provided by the Employer will contain the contingency allocation, however, the 10% contingency is not part of the professional fee due to the Service Provider unless agreed with the Employer.
- The Contingency as contained in the pricing schedule may only be utilised when approved by the Employer. A formal justification for the release of the funds is required. The justification must be linked to a change in project scope, cost, or time.
- The monthly rate for construction monitoring services shall be all inclusive i.e. Travelling expenses, for either the return office to site or return home to site journeys, accommodation. Only on approval from the Employer, may the bidder claim the cost for these services as listed in the Activity Schedule.
- The Consultants will be paid based on the actual quantities of work performed as opposed to the quantities set out in the Pricing Schedule.
- Claimable disbursement cost is listed in item 4.1.1 (i)(ii) below.

2.1.1 Disbursements

i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;

- Miscellaneous cost (ACSA Permits, Construction Permits, Induction, Training Courses, etc)
- Printing, binding, laminating
- Building, wayleave or services permits.
- Third party service provider costs

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

iii. Disbursements will be paid at proven cost. The onus sits with the consultant to provide proof and prior Approval.

2.1.2 Claimable disbursement cost below:

TYPING AND DUPLICATING (EXCLUDING VAT)

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

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

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

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

DRAWING DUPLICATION (EXCLUDING VAT)

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

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

Note: Please use 2020 rates when claiming disbursements.
Airport Permit & Training Costs

Airport Training Courses

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

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

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

Permit Prices

ACSA PERMIT PRICES - 2021		
		Current Price
PERSONAL PERMITS		
Personal permanent permits	6days-2years	**270**
Per Icon		**70**
Personal temporary permits	2-5 days	**270**
Personal visitors permit	1 day	**270**
VEHICLE PERMITS		
Vehicle permanent permits	1 year	**1141**
Vehicle add-on fee	1 year	**5105**
Vehicle temporary permits	1 - 3mths	**300**
Prorated add-on fee	1 - 3mths	**1452**
Vehicle temporary permits	3 -6mths	**595**
Prorated add-on fee	3 - 6mths	**2900**
Vehicle temporary permits	1-3 days	**138**
Vehicle temporary permits	4-30 days	**300**
Reprint of Vehicle Disc		**138**
Change of Registration		**138**
Contractors Vehicles 1- 3 Months		**520**
Contractors Vehicles 4 - 6 Months		**1035**
Permanent Contractors Vehicle Permit	1 year	**1975**
PARKING PERMITS		
Staff Parking	1 year	**95**
Taxi Parking	1year	**95**

PART C2: PRICING DATA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CAPE TOWN INTERNATIONAL AIRPORT

PROJECT No: 3014

JOINT MONITORING TEAM (JMT) FOR THE PROVISION OF PROFESSIONAL PROJECT MANAGEMENT, CIVIL / STRUCTURAL ENGINEERING, ELECTRICAL AND ELECTRONICS ENGINEERING, ARCHITECTURAL, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY WITH ENVIRONMENTAL MANAGEMENT FOR THE EXTENSION AND REPLACEMENT OF THE PERIMETER FENCE AT CAPE TOWN INTERNATIONAL AIRPORT

Contents:		**No of pages**
C2.1	Pricing Instructions	
C2.2	Pricing Schedule – Project Management	
C2.2	Pricing Schedule – Civil & Structural Engineering	
C2.2	Pricing Schedule – Electrical & Electronic Engineering	
C2.2	Pricing Schedule – Architectural	
C2.2	Pricing Schedule – Quantity Surveying	
C2.2	Pricing Schedule – Health & Safety and Environmental	
C2.3	Summary of Pricing Schedule – Project Management	
C2.3	Summary of Pricing Schedule – Civil & Structural Engineering	

C2.3	Summary of Pricing Schedule – Electrical & Electronic Engineering	
C2.3	Summary of Pricing Schedule – Architectural	
C2.3	Summary of Pricing Schedule – Quantity Surveying	
C2.3	Summary of Pricing Schedule – Health & Safety and Environmental	

C2: Pricing Data

C2.1 Pricing Instructions

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

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

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer’s handling, supervision and liability costs in providing the item or services.

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

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

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

ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 52691, 16 March 2025.

Guidelines for Professional fees in terms of Section 34 (2) of the Architectural Profession Act, 2000, Act 44 as amended by Government Gazette 45554 of 26 November 2021.

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

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

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

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

C2.1.7 No mark up on any disbursement costs will be paid and the listed payments below shall not be paid under disbursements, namely:

- Travelling (expect for on-site travelling for the full-time site team) and accommodation.
- Typing of correspondence, payment certificates, variation orders, progress reports/ financial reports.
- All mediums of communications.
- Provisions of computer hardware and software.
- Printing and special printing requirements.

Above expenses by the tenderer are deemed to be inclusive in their professional fees as they form part of the scope of works.

C2.1.8 Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng or Site per month for the duration of the contract).

C2.1.9 All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum. The contract sum should not change.

C2.1.10 No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to. Unless both parties agree to alter the wording and both parties sign against the change.

C2.1.11 No advance payments will be made. All team members should complete their respective scope of works before any of the team members are paid.

C2.1.12 Definition of Quantity Surveyor’s categorisation.

Category 1: For this purpose, is services of a specialist nature performed by a quantity surveyor who has more than 10 years’ experience as a PrQS as well as specialist knowledge and expertise in the aviation and road construction industries. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 2: For this purpose, is services performed by a quantity surveyor who has more than 5 years and not exceeding 10 years' experience as a PrQS. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 3: For this purpose, is services performed by a quantity surveyor who has experience not exceeding 5 years as a PrQS. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 4: For this purpose, is services performed by a quantity surveyor who is a candidate PrQS.

C2.1.13 Definition and requirements for Social Facilitation personnel:

Social Facilitator:

The Social Facilitator will play a vital role in strengthening community engagement and development. A National Qualifications Framework (NQF) Level 5 qualification is required in the field related to education, social work, community development, or training. The Social Facilitator should have completed at least three projects within infrastructure, education or social upliftment projects.

Public Relations Officer:

The Public Relations Officer will play a crucial role in managing communication between the project team and external stakeholders, including the public, government entities, media, and affected communities. A bachelor's degree in one of the following fields is required, public relations, communication science, political science, international relations. The Public Relations Officer must have rendered public relations services on infrastructure project(s) for at least 3 years.

Transformation Agent:

The Transformation Agent will play a strategic role in driving social, economic, and organisational transformation, particularly in alignment with Broad-Based Black Economic Empowerment (B-BBEE), Preferential Procurement Policy Framework Act and inclusive development policies. The Transformation Agent is required to have a bachelor’s degree or National Diploma (NQF Level 6 or higher) in one of the following fields human resource management, business administration, public administration, law, development studies or social sciences. The Transformation Agent should have at least 5 years of experience in skills development.

Project Administrator:

The Project Administrator will play a pivotal role in ensuring that community engagement and stakeholder coordination are effectively managed throughout the project lifecycle. Their responsibilities are closely aligned with the Integrated Social Facilitation Framework (ISFF) developed by the Department of Public Works and Infrastructure (DPWI). The resource is required to have a National Diploma or bachelor's degree in one of the following fields public administration, business administration, social sciences or project management. The Project Administrator is required to have at least 3 years of experience in project planning, coordination, or administration.

C2.1.14 The Land Surveying Team shall submit a comprehensive pricing proposal that includes all costs associated with the execution of their responsibilities described in part C3. This must encompass, but is not limited to, professional fees, equipment usage, travel and accommodation (if applicable), data processing, reporting, administrative overheads, and any statutory compliance costs. No additional claims will be entertained beyond the agreed rate. The pricing must reflect a complete turnkey service for the duration of the engagement, ensuring full delivery of scope without exclusions or provisional sums.

C2.1.15 The service provider is to issue a cost/claim plan (i.e., forecasts) to be utilized throughout the project activities. **For Activity 1 to 6**, the allowable hours in the plan should **not exceed 35%** of the allowable hours in the Pricing schedule. This plan should be approved by the Project Manager and used to administer the contract.

C2.1.16 An organogram should be submitted showing the personnel assigned to work on the project with their relevant qualification and experience. Payments under the various Category of personnel are made based on the allowed Category of person per the fee guideline and contract for that type of work.

C2.1.17 Only complete the pricing schedule for which a bid is being submitted. Delete the pricing schedules that are Not being applicable..

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

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

Project Management

C2.2	Pricing Schedule - Project Management				
Services by Disciplines as per the Activity Schedule					
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.1A	**Construction Project Manager -Personnel**				
	a) Construction Project Manager	Hour	4000		
	b) Contracts Manager	Hour	3000		
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.1B	**CIDB Contract Skills Development Goals (CSDG)**				
	a) CSDG (As per CIDB skills standards for Professional Services Contracts - see Annexure B)	Sum	1		
	Subtotal				
2.2.2	**Miscellaneous**				
2.2.2	Miscellaneous				
	a) Airport Permits and Parking	Prov. Sum (PS)	1	R300 000.00	R300 000.00
	b) Disbursement	Prov. Sum (PS)	1	R500 000.00	R500 000.00
	c) Security Escorts	Prov. Sum (PS)	1	R400 000.00	R400 000
	d) Handling expenses & profit in respect of item 2.2.5 c)	Percentage	400 000	%	
	Subtotal				
C2.3	**Summary of Pricing Schedule**				
2.2.4.	**Main Services (2.2.4A + 2.2.4B + 2.2.4C to execute Activity 1 to 8)**				
2.2.5	**Miscellaneous**				
	Subtotal (2.2.4+2.2.5)				
	Escalation (8% x 2.2.4)				
	Contingencies [20% x Subtotal (2.2.4+2.2.5)]				
	Subtotal (excl. VAT)				
	Vat (15%)				
	Total Amount/ Tender Sum (Carried to Form of Offer C1.1.1)				

Civil & Structural Engineering

C2.2	Pricing Schedule - Civil and Structural Engineers			
Services by Disciplines as per the Activity Schedule				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**
2.2.1A	**Civil Engineer (Perimeter Road and Drainage) - Personnel**			
	a) Category A	Hour	1000	
	b) Category B	Hour	3000	
	c) Category C	Hour	4000	
	d) Category D	Hour	2000	
	Subtotal			
ITEM	**Description**	**Unit**	**Quantity**	**Rate**
2.2.1B	**Structural Engineer (Foundations & Superstructure) - Personnel**			
	a) Category A	Hour	1000	
	b) Category B	Hour	2500	
	c) Category C	Hour	2500	
	d) Category D	Hour	1500	
	Subtotal			
ITEM	**Description**	**Unit**	**Quantity**	**Rate**
2.2.1D	**Architects -Personnel**			
	a) Principal	Hour	200	
	b) Salaried Staff (2a)	Hour	500	
	c) Salaried Staff (2b)	Hour	1000	
	d) Salaried Staff (2c)	Hour	1500	
	Subtotal			
ITEM	**Description**	**Unit**	**Quantity**	**Rate**
2.2.1E	**Land Surveying**			
	a) Professional Land Surveyor	Hour	3000	
	b) Survey Technician	Hour	3500	
	c) Data Processor / CAD Operator	Hour	1000	
	d) GIS Specialist	Hour	1000	
	e) Field Assistant	Hour	5000	
	Subtotal			
ITEM	**Description**	**Unit**	**Quantity**	**Rate**
2.2.1F	**CIDB Contract Skills Development Goals (CSDG)**			

	a) CSDG (As per CIDB skills standards for Professional Services Contracts - see Annexure B)	Sum	1	
2.2.2	**Administration & Monitoring of works**			
2.2.2	Construction Monitoring			
	a) Resident Engineer - Perimeter Road and Drainage	Month	24	
	b) Resident Engineer - Structures	Month	24	
	c) Assistant Resident Engineer - Perimeter Road and Drainage	Month	24	
	d) Assistant Resident Engineer - Structures	Month	24	
	e) Disbursements i.r.t. 3.2.6 personnel	Prov. Sum (PS)	1	R 1 000 000
	Subtotal			
2.2.3	**Miscellaneous**			
2.2.3	Miscellaneous			
	a) Airport Permits and Parking	Prov. Sum (PS)	1	R300 000
	b) Disbursement	Prov. Sum (PS)	1	R500 000
	c) Security Escorts	Prov. Sum (PS)	1	R400 000
	d) Handling expenses & profit in respect of item 2.2.3 c)	Percentage	400 000	%
	Subtotal			
C2.3	**Summary of Pricing Schedule**			
2.2.1	**Main Services (2.2.1A + 2.2.1B + 2.2.1C + 2.2.1D + 2.2.1E + 2.2.1f Activity 1 to 8)**			
2.2.2	**Administration & Monitoring of works**			
2.2.3	**Miscellaneous**			
	Subtotal (2.2.1 +2.2.2 +2.2.3)			
	Escalation [8% x (2.2.1+2.2.2)]			
	Contingencies [20% x Subtotal (2.2.1 +2.2.2 +2.2.3)]			
	Subtotal (excl. VAT)			
	Vat (15%)			
	Total Amount/ Tender Sum (Carried to Form of Offer C1.1.1)			

Electrical & Electronics Engineering

C2.2	Pricing Schedule - Electrical and Electronic Engineers				
Services by Disciplines as per the Activity Schedule					
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.6A	**Electrical Engineer (MV & LV + Lighting) - Personnel**				
	a) Category A	Hour	1000		
	b) Category B	Hour	1500		
	c) Category C	Hour	2000		
	d) Category D	Hour	2000		
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.6B	**Electronics Engineer (CCTV& PIDS) -Personnel**				
	a) Category A	Hour	1000		
	b) Category B	Hour	1500		
	c) Category C	Hour	2000		
	d) Category D	Hour	2000		
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.6D	**Telecommunications or ICT Network Engineer - Personnel**				
	a) Category A	Hour	1000		
	b) Category B	Hour	1500		
	c) Category C	Hour	2000		
	d) Category D	Hour	2000		
	Subtotal				
2.2.7	**Miscellaneous**				
2.2.7	Miscellaneous				
	a) Airport Permits and Parking	Prov. Sum (PS)	1	R300 000	R300 000
	b) Disbursement	Prov. Sum (PS)	1	R500 000	R500 000
	c) Security Escorts	Prov. Sum (PS)	1	R400 000	R400 000
	d) Handling expenses & profit in respect of item 2.2.7 c)	Percentage	400 000	%	
	Subtotal				
2.2.8	**Administration & Monitoring of works**				
2.2.8	Construction Monitoring				

	a) Resident Engineer - Electrical	Month	24		
	b) Resident Engineer - Electronic	Month	24		
	d) Assistant Resident Engineer - Electrical	Month	24		
	e) Assistant Resident Engineer - Electronic	Month	24		
	g) Disbursements i.r.t. 3.2.6 personnel	Prov. Sum (PS)	1	R 1 500 000	R 1 500 000
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.9	**CIDB Contract Skills Development Goals (CSDG)**				
	a) CSDG (As per CIDB skills standards for Professional Services Contracts - see Annexure B)	Sum	1		
C2.3	**Summary of Pricing Schedule**				
2.2.6	**Main Services (2.2.6A + 2.2.6B + 2.2.6C + 2.2.6D + 2.2.9 to execute activities 1-8)**				
2.2.7	**Miscellaneous**				
2.2.8	**Administration & Monitoring of works**				
	Subtotal (2.2.6 + 2.2.7 + 2.2.8)				
	Escalation [8% x (2.2.6+2.2.8)]				
	Contingencies [20% x Subtotal (2.2.6 + 2.2.7 + 2.2.8)]				
	Subtotal (excl. VAT)				
	Vat (15%)				
	Total Amount/ Tender Sum (Carried to Form of Offer C1.1.1)				

Quantity Surveying

C2.2 Pricing Schedule - Quantity Surveyors

Services by Disciplines as per the Activity Schedule

ITEM	Description	Unit	Quantity	Rate	Amount
2.2.10A	**Quantity Surveyors -Personnel**				
	a) Category 1	Hour	1800		
	b) Category 2	Hour	4000		
	c) Category 3	Hour	4500		
	d) Category 4	Hour	6500		
	Subtotal				

ITEM	Description	Unit	Quantity	Rate	Amount
2.2.10B	**Social Facilitation -Personnel**				
	a) Social Facilitator	Hour	3000		
	b) Public Relations Officer	Hour	7000		
	c) Transformation Agent	Hour	2500		
	d) Project Administrator	Hour	9000		
	Subtotal				

ITEM	Description	Unit	Quantity	Rate	Amount
2.2.10C	**CIDB Contract Skills Development Goals (CSDG)**				
	a) CSDG (As per CIDB skills standards for Professional Services Contracts - see Annexure B)	Sum	1		

2.2.11 Miscellaneous

2.2.11	Miscellaneous				
	a) Airport Permits and Parking	Prov. Sum (PS)	1	R300 000	R300 000
	b) Disbursement	Prov. Sum (PS)	1	R500 000	R500 000
	c) Security Escorts	Prov. Sum (PS)	1	R700 000	R700 000
	d) Handling expenses & profit in respect of item 2.2.11 c)	Percentage	700 000	%	
	Subtotal				

C2.3 Summary of Pricing Schedule

2.2.10	**Main Services (2.2.10A + 2.2.10B +2.2.10C to execute activities 1-8)**	
2.2.11	**Miscellaneous**	
	Subtotal (2.2.10 + 2.2.11)	

	Escalation (8% x 2.2.10)	
	Contingencies [20% x Subtotal (2.2.10 + 2.2.11)]	

	Subtotal (excl. VAT)	
	Vat (15%)	
	Total Amount/ Tender Sum (Carried to Form of Offer C1.1.1)	

Health & Safety and Environmental

C2.2	Pricing Schedule - Environmental and Health & Safety				
Services by Disciplines as per the Activity Schedule					
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.12A	**Health & Safety -Personnel**				
	a) Professional Construction Health & Safety Agent	Hour	3500		
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.12B	**Environmental Management - Personnel**				
	a) Environmental Assessment Practitioner (EAP)	Hour	3500		
	b) Specialist studies and services	Prov. Sum (PS)	1	R 3 000 000.00	
	c) Handling expenses & profit in respect of item 2.2.12B b)	Percentage	3000000	%	
	Subtotal				
ITEM	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
2.2.12C	**CIDB Contract Skills Development Goals (CSDG)**				
	a) CSDG (As per CIDB skills standards for Professional Services Contracts - see annexure B)	Sum	1		
2.2.13	**Miscellaneous**				
2.2.13	Miscellaneous				
	a) Airport Permits and Parking	Prov. Sum (PS)	1	R300 000	
	b) Disbursement	Prov. Sum (PS)	1	R300 000	
	c) Security Escorts	Prov. Sum (PS)	1	R400 000	
	d) Handling expenses & profit in respect of item 2.2.13 c)	Percentage	400 000	%	
	Subtotal				
C2.3	**Summary of Pricing Schedule**				
2.2.12	**Main Services (2.2.12A + 2.2.12B + 2.2.12C to execute activities 1-8)**				
2.2.13	**Miscellaneous**				
	Subtotal (2.2.12 + 2.2.13)				
	Escalation (8% x 2.2.12)				

	Contingencies [20% x Subtotal (2.2.12 + 2.2.13)]				
	Subtotal (excl. VAT)				
	Vat (15%)				
	Total Amount/ Tender Sum (Carried to Form of Offer C1.1.1)				

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CAPE TOWN INTERNATIONAL AIRPORT

PROJECT No: 3014

JOINT MONITORING TEAM (JMT) FOR THE PROVISION OF PROFESSIONAL PROJECT MANAGEMENT, CIVIL / STRUCTURAL ENGINEERING, ELECTRICAL & ELECTRONICS ENGINEERING, ARCHITECTURAL, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY WITH ENVIRONMENTAL MANAGEMENT SERVICES FOR THE EXTENSION AND REPLACEMENT OF THE NEW PERIMETER FENCE AT CAPE TOWN INTERNATIONAL AIRPORT

	Contents:	**No of pages**

Scope of Works

C3.1 Description of the services

C3.1.1 Executive overview

The Cape Town International Airport shares most of its boundary with historically disadvantaged townships characterized by unemployment, lack of access to basic services, informal settlement, and land invasion. It is estimated that approximately 3 000 families have established in the adjacent Freedom Farm and Malawi Camp. The expansion of these settlements poses a threat to the Cape Town International Airport expansion programme in terms of its Master Plan due to being no physical demarcation that separates the community from the airport.

ACSA is in the process to acquire the land on which belongs to the National Department of Public Works on the eastern boundary for the purposes of constructing the new realigned runway. This land has, however, been rapidly invaded over the past three years. There is therefore a need to curb these invasions through the installation of a permanent land protection fence and a National Key Point Fence on the Airside to ensure that the demarcated boundaries create landmarks for patrols and to prevent unlawful interference.

2.1. Project Scope Summary:

The **Scope of Work** involves the construction of a perimeter fence to prevent acts of unlawful interference and address security risks and threat around the airport. The current scope of works comprises of: -

Phase 1: Installation of a fence that complies with National Key Point requirements to protect the integrity of the airside and accommodate the new realigned runway. This fence will be the airside boundary and serve as a deterrence against intruders and ensure the safety and security of the enclosed area and remain in place until the completion of the new airside perimeter fence. The fence will be a concrete perimeter fence with a patrol road along the inside of the fence and equipped with perimeter lighting, tamper proof, cut resistant, anti-hold and burrow measures as well as solid sliding steel emergency gates which will either be manually or electronically controlled. The state of the current fence will be investigated and attended to during this phase by installing barbed wire fence on its top together with Perimeter Intrusion and Detection System and CCTV installations.

Phase 2: Installation of an external fence that protects ACSA land and prevents the spread of further invasion of the eastern portion and northern portions of the airport precinct and Freedom Farm boundaries. This will be achieved by installing palisade fencing including a patrol road along the fence. Electrical High Mast lights will be installed as part of this phase.

C3.1.2 Objectives

The scope of works is to replace the existing NKP steel palisade fence with a pre-cast concrete version. Once phase 1 is completed, the team will address the land invasion issue and assist ACSA with the design of a land protection fence (Spec. still to be determined)

For the purposes of this project the Joint Monitoring Team (JMT) is defined as:
The Joint Monitoring Team (JMT) is a multi-disciplinary oversight body established to supervise and support the implementation of airport infrastructure projects, such as runway construction. Comprising representatives from the client, airport authority, contractors, engineering consultants, environmental specialists, aviation regulators, and other key stakeholders, the JMT is responsible for monitoring project progress, ensuring compliance with engineering standards and environmental management regulations, facilitating stakeholder coordination, identifying risks, and promoting transparency and accountability. Its scope may include but not limited to, technical inspections, ensuring implementation of the quality management plan, implementation of environmental management plans, safety audits, operational readiness evaluations, and stakeholder reporting, tailored to the specific requirements of the aviation project.

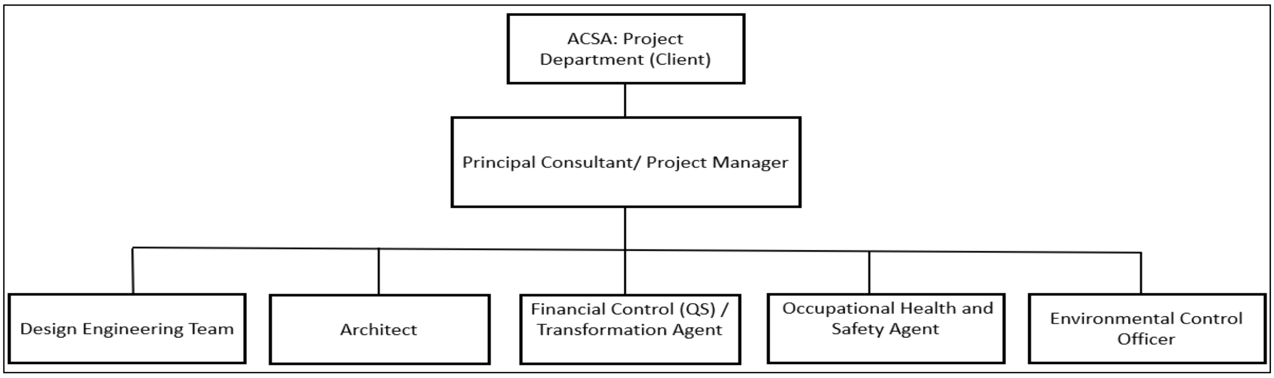
The Joint Monitoring Team (JMT) is required for the Perimeter Fence project at CTIA. The project will be carried out using a Design and Build procurement contract; accordingly, a JMT is required to monitor the Design and Build contractor amongst the other activities mentioned above. The Scope of Services is formulated to provide an integrated technical support and in support of the Client's management of the NEC ECC construction contract undertaken by others.

The project entails the construction of a new NKP Fence at CTIA. The Joint Monitoring Team is required to carry out general project administration, supervision and oversight on the project. The JMT will be required to monitor the confirmation of the scope done by the design and build contractor. Construction monitoring level 3 for the fence installation project at Cape Town International Airport as per the Guidelines for scope of services.

The implementation of this project by the JMT will follow the project Activities as shown below:

- **Activity 1: Review of existing Inception Reports and Brief.**
  Conduct a gap analysis and resolution as directed by the Project Manager.
- **Activity 2: Procurement Documentation for the Design and Build Contractor.**
- **Activity 3: Review of the Inception Report (Stage 1) by Contractor.**
- **Activity 4: Review of the Preliminary Design Report (Stage 2) by Contractor.**
- **Activity 5: Review of the Detailed Design Report (Stage 3) by Contractor.**
- **Activity 6: Review of the Construction Documentation and drawings (Partial Stage 4) by Contractor.**
- **Activity 7: Contract Administration (Full Stage 5)**
- **Activity 8: Close out and Handover (Full Stage 6)**

The JMT team will serve a review and oversight role throughout the project Activities, except for Activity 7 and 8 where full services will need to be implemented by the JMT team with liability still staying with the D&B Contractor.



For each of the work packages, namely, Civil and Structural Engineering, Electrical Engineering, Project Management, Quantity Surveying, Construction Health & Safety and Environmental Management, the professional service team is to elect a Package Manager. The Package Manager is expected to take full ownership of their assigned work package, ensuring its delivery within the agreed scope, schedule, and budget. They must coordinate all activities related to planning, execution, and quality assurance, while proactively managing risks and resolving issues.

Effective communication with stakeholders, timely reporting, and strict adherence to contractual and regulatory requirements are essential. The Package Manager must also ensure that all deliverables meet the required standards and contribute to the overall success of the project. This role may be assigned to any member of the package project team based on capability and availability, and no additional remuneration will be provided for performing these duties.

The services of the Design and Build (D&B) Contractor are to perform/ implement the works through the following project stages:

- **Stage 1: Inception**
- **Stage 2: Preliminary Design**
- **Stage 3: Detailed Design**
- **Stage 4: Construction Documentation and Procurement of Subcontractors**
- **Stage 5: Construction**
- **Stage 6: Close out**

C3.1.2 Interpretation and terminology

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

C3.2 Specification and description of the services

The Summary of Scope of Services for the JMT are as follows:

- Technical review and gap analysis of the client’s accepted designs.
- Preparation of the Design and Build Contractor procurement documentation.
- Assist the Employer throughout the tender and adjudication processes.
- Technical review of designs and design reports submitted by the Design and Build Contractor on behalf of the Employer (including endorsement of designs for Employer acceptance). This covers the works under the conventional Stage 1 to Stage 4.
- The JMT shall provide project administration, supervision and oversight on the project implemented through a design and build contract required to complete the project.

- Manage, administer and monitor the construction contracts and processes, including preparation and coordination of procedures and documentation to facilitate completion of the works.
- Witness the commissioning and testing, ensuring that the project is completed to the relevant quality requirements.
- Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

The disciplines required are:

- **Project Manager**
- **Civil (Roads), Drainage and Structural Engineers** *[to provide the Architects]*
- **Electrical and Electronics Engineers**
- **Quantity Surveyor**
- **Construction Health and Safety Agent** *[to provide an Environmental Assessment Practitioner and other specialists]*

1. C.3.2.1 Project Management

The project management activities shall include, but not limited to the following;

- Review the project execution plan with the employer.
- Monitor the project deliverables and ensure critical milestones are met from project inception, concept and viability to close-out.
- Monitor the project scope and minimise scope creep.
- Monitor project risks and maintain updated risk register.
- Monitor project schedule and budget and ensure project is delivered on time and within allocated budget.
- Liaise with relevant stakeholders to ensure minimal disruptions to airport operations during project execution.
- Review the contractor quality plan and ensure project quality requirements are met.
- Prepare and submit relevant project status reports for review by the employer and others.
- Maintain and keep track of all project documentation, drawings, reports and any other permits obtained during the execution.

2. C.3.2.2 Civil and Structural Engineering

The activities shall include, but not limited to the following;

- Supervise the development of the civil and structural engineering designs, technical specifications and drawings for the project.
- Supervise the works and provide professional advice.

- Approve and sign off the technical as-built drawings.
- Support the Project Manager in monitoring project risks and project reporting.
- Construction Monitoring during construction (Level 3).

3. Architectural

The Architectural activities shall include but not limited to the following.

- Supervise the development of the Architectural designs, technical specifications and drawings for the project.
- Support the Project Manager in monitoring project risks and project reporting.
- Approve and sign off the Architectural as-built drawings.

Land Surveying

The land surveying activities shall include, but not limited to the following:

- The Land Surveying Team will be responsible for providing accurate geospatial data and verification services to support the execution, monitoring and evaluation of the project.
- Duties include validating site boundaries, confirming elevations and coordinates, and ensuring compliance with approved layouts and design specifications.
- The team will work collaboratively with other JMT members to identify discrepancies, support reporting, and contribute to quality assurance.

Survey Technician

Mandatory Requirements

1. *Qualifications:* A National Diploma in Surveying or an equivalent qualification recognized by SAGC.
2. *Registration:* Survey Technicians must work under the personal supervision of a registered Professional Land Surveyor
3. *Experience:* At least 3 years in land surveying.

Data Processor / CAD Operator

Mandatory Requirements

1. *Qualifications:* A National Diploma or Certificate in Surveying, Geomatics, Civil Engineering, or CAD Design.
2. *Experience:* At least 3 years experience in land survey data processing and CAD drafting.

GIS Specialist

Mandatory Requirements

1. *Qualifications:* A Bachelor’s degree in one of the following fields:

Geography

Environmental Science

Geomatics

Cartography

Geographic Information Systems (GIS)
2. *Experience:* At least 3 years experience in GIS-related projects

Field Assistant

Mandatory Requirements

1. *Technical Skill:* Ability to assist with survey equipment setup, data collection, and site logistics. Familiarity with GNSS, total stations, and digital levels.
2. *Experience:* Prior experience in construction, engineering, or surveying fieldwork.

4. C.3.2.3 Electrical, Electronic and ICT Engineering

The activities shall include, but not limited to the following;

- Supervise the development of the electrical and electronic engineering designs, technical specifications and drawings for the project.
- Supervise the works and provide professional advice.
- Approve and sign off the as-built drawings.
- Support the Project Manager in monitoring project risks and project reporting.
- Construction Monitoring during construction.
- Fibre for PIDS, AGL, ILS, AWOS as necessary
- Copper cable
- Tetra radio
- Servers, switches and all infrastructure required for full completion of the project.

5. C.3.2.4 Quantity Surveying

The quantity surveying activities shall include, but not limited to the following;

- Review and evaluate design concepts and advise on the viability in conjunction with the other professional consultants.
- Review design drawings for compliance with the approved budget of construction cost and/or financial viability.
- Review the Development the bill of provisional quantities or schedule of rates documented in accordance with the Standard System of Measuring Engineering Work published by the Association of South African Quantity Surveyors or in accordance with any other similar comprehensive system of measuring engineering work.
- Incorporate the participation of targeted enterprises into a contract, the setting of participation targets for the contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with the tendered participation target during the execution of the contract, all in accordance with the provisions of the client’s targeted procurement documentation.
- Monitor the contractor’s financial control system
- Review and ensure Client acceptance of final account(s) including remeasurement(s) as required for the works on a progressive basis.
- Review the preparation of valuations for payment certificates to be issued by the project manager.

- Support the Project Manager in monitoring project risks and project reporting.

6. C.3.2.5 Construction Health and Safety Agent

The construction health and safety agent's activities shall include, but not limited to the following;

- Acts as a representative for the employer in managing health and safety on a construction site.
- Identify the construction health and safety risk profile.
- Provide necessary construction health and safety information to other professional consultants
- Review and evaluate design concepts and advise on construction health and safety in conjunction with other professional consultants.
- Advise on cost estimates/budgets for construction health and safety.
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for works.
- Ensure the identification of the hazards and risks relevant to the construction through site inspections.
- Support the Project Manager in monitoring project risks and project reporting.

Measurement and Payment (for C3.2.1 to C3.2.5)

Allowable hours for each key personnel with the rest of the support staff have been provided in the pricing schedule and the Consultant are to provide an hourly rate per category/ classification of the personnel per discipline in accordance with the regulatory body's fee guidelines. No adjustments in the rates will not be allowed. **Insert an hourly rate and it should be noted that these hours are to be split into the eight (8) project activities.**

C3.2.6 Construction Monitoring *[Civil, Structural, Electrical and Electronic Engineers]*

Level 3:

The construction monitoring staff must:

(i) maintain a fulltime presence on site to constantly review samples of materials and work procedures (and/or construction materials) for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate

(ii) assist with the preparation of as-built records and drawings to the extent required in the agreement with the client

(iii) where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client

(iv) be available to provide the contractor with technical interpretation of the plans and specifications.

Measurement and Payment

Item		Unit
2.2.2, 2.2.8	Construction Monitoring	
	x_i) Resident Engineer – sub-discipline	month
	x_{ii}) Assistant Resident Engineer - sub-discipline	month
	x_{iii}) Disbursements i.r.t 2.2.2, 2.2.8 personnel	Prov. Sum (PS)

Payment under item 2.2.2, 2.2.8) (x_i for personnel) shall be a monthly rate. The amount tendered shall include for all administrative costs and handling fees for all site staff required.

Payment under item: Disbursements shall be made through approval of the Employer with no handling fees as this is expected to be covered already. Payment under the disbursement shall be made through approval of the Employer and approval is to the discretion of the Employer. This item covers costs related to the administration of the contract (Activity 7 and 8) for the site supervision staff.

C3.2.7 Miscellaneous

7. Miscellaneous covers disbursement, airport permits and parking for the key personnel.

Measurement and Payment

Item	Unit
2.2.3, 2.2.5, 2.2.7, 2.2.11, 2.2.13	Miscellaneous
a) Airport Permits and Parking	Prov. Sum (PS)
b) Disbursements	Prov. Sum (PS)

Payment under item 2.2.3, 2.2.5, 2.2.7, 2.2.11, 2.2.13 shall be made through the approval of the Employer with no handling fees and this will be used to cover disbursements, airport permits and parking that may be required during the various project activities.

8. C3.2.8 Other Requirements

- The facility is within the airside which will be a live operational environment and disruptions to operations must be kept at minimum.
- Continuous operation of the airport is required when performing construction work.
- Waiting periods between construction activities must be minimised to limit delays and cost overruns, due to time related costs.
- Proper planning will be required to keep cost down and to ensure minimal disruptions to airport operations.
- Performing certain construction activities may be difficult to perform during the day and may have to be carried-out afterhours or over the weekends.
- Proper isolation and safe-working procedures of the airports must be implemented.
- For the Construction of the main runway a fence will be constructed to split the construction site to the airside. Some works on the main runway will be constructed during the day but certain aspects will have to be at night, during airport off periods.

C3.3 Constraints on how the Consultant provides the services

C3.3.1 Management Meetings

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

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

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

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

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

C3.3.2 Consultants Key persons

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

Minimum Requirements of key persons

Key persons/ Position (Category B – Personnel)	**Minimum Registration**	**Minimum Relevant Experience**
Project Manager	Pr CPM[5]	Refer to RFP document for requirements
Contracts Manager	Pr CPM[5]/ (Pr Eng/ Pr Tech Eng[1])/ Pr QS[2]	
Engineers (Roads and Civils)	Pr Eng[1]	
Quantity Surveyor	Pr QS[2]	
Engineers (Structures)	Pr Eng	
Engineers (Electrical, Electronic)	Pr Eng[1]	
Construction Health and Safety Agent (CHSA)	Pr CHSA[3]	
Resident Engineer [4]	Pr Eng/ Pr Tech Eng[1]	3 or more projects above R200m (construction value) in the relevant to (sub)discipline
Architects	Pr Arch[6]	3 or more completed design projects whose construction value was at least R50m.
Environmental Assessment Practitioner (EAP)	Refer to the requirements below.	
Professional Land Surveyor	Registered Professional Land Surveyor with South African Geomatics Council (SAGC)	At least 10 years post registration experience in land surveying.
Assistant Resident Engineer	Candidate Engineer/ Engineering Technologist[1] (with 3 or more years of experience)	
Project Director	Pr CPM/ Pr Eng	1. Completed two or more multidisciplinary projects where the project value was ≥R500m. 2. No less than 15 years post registration experience.

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

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

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

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

5 Registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr CPM).

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

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

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

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

i. Resident Engineer
ii. Assistant Resident Engineer
iii. Project Liaison Officer

C3.3.2.1 Definition of Quantity Surveyor’s categorisation.

Category 1: For this purpose, is services of a specialist nature performed by a quantity surveyor who has more than 10 years’ experience as a PrQS as well as specialist knowledge and expertise in the aviation and road construction industries. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 2: For this purpose, is services performed by a quantity surveyor who has more than 5 years and not exceeding 10 years' experience as a PrQS. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 3: For this purpose, is services performed by a quantity surveyor who has experience not exceeding 5 years as a PrQS. Experience commences from the date of being awarded professional quantity surveyor (PrQS) registration status by the South African Council for the Quantity Surveying Profession.

Category 4: For this purpose, is services performed by a quantity surveyor who is a candidate PrQS.

C3.3.2.2 Requirements for Social Facilitation personnel:

Social Facilitator

The Social Facilitator will play a vital role in strengthening community engagement and development. A National Qualifications Framework (NQF) Level 5 qualification is required in the field related to education, social work, community development, or training. The Social Facilitator should have completed at least three projects within infrastructure, education or social upliftment projects.

Public Relations Officer

The Public Relations Officer will play a crucial role in managing communication between the project team and external stakeholders, including the public, government entities, media, and affected communities. A bachelor's degree in one of the following fields is required, public relations, communication science, political science, international relations. The Public Relations Officer must have rendered public relations services on infrastructure project(s) for at least 3 years.

Transformation Agent

The Transformation Agent will play a strategic role in driving social, economic, and organisational transformation, particularly in alignment with Broad-Based Black Economic Empowerment (B-BBEE), Preferential Procurement Policy Framework Act and inclusive development policies. The Transformation Agent is required to have a bachelor’s degree or National Diploma (NQF Level 6 or higher) in one of the following fields human resource management, business administration, public administration, law, development studies or social sciences. The Transformation Agent should have at least 5 years of experience in skills development.

Project Administrator

The Project Administrator will play a pivotal role in ensuring that community engagement and stakeholder coordination are effectively managed throughout the project lifecycle. Their responsibilities are closely aligned with the Integrated Social Facilitation Framework (ISFF) developed by the Department of Public Works and Infrastructure (DPWI). The resource is required to have a National Diploma or bachelor's degree in one of the following fields public administration, business administration, social sciences or project management. The Project Administrator is required to have at least 3 years of experience in project planning, coordination, or administration.

C3.3.2.3 Environmental Assessment Practitioner (EAP)

Role: The practitioner will perform the role of environmental advisory which will entail but not limited to, applying for, manage and secure approval for any additional environmental permitting / licensing requirements (e.g. Water Use Licenses), offset agreements etc., drafting tender specifications for environmental projects, work with the appointed project managers and professional technical team and identify and inform of any environmental concerns / risks / uncertainties that could impact the proposed project cost and time frames.

Mandatory Requirements

1. *Qualifications:* BSc degree (Environmental Science, Environmental Management, or equivalent).
2. *Registration:* Full SACNASP registration with Environmental Assessment Practitioner (EAP) registration with Environmental Assessment Practitioners Association of South Africa (EAPASA)
3. *Experience:* At least 3 years in EIA, environmental permitting, legislation, water use licensing, managing environmental specialist studies.

Health & Safety and Environmental Schedule 2.2.12B, item B, specialist studies and services provisional sum include provision of the following services but not limited to (C.3.3.2.4 – 3.3.2.16):

*The services are to be provided as and when instructed by the Employer.

C3.3.2.4 Environmental Control Officer (ECO)

Role: The ECO will monitor environmental compliance on-site, report deviations and corrective actions, liaise with contractors and authorities amongst other related activities.

Mandatory Requirements

1. *Qualifications:* Degree in environmental management or related field.
2. *Registration:* ECO training and full SACNASP registration as a Professional Natural Scientist.
3. *Experience:* At least 3 years in site compliance monitoring.

C3.3.2.12 Environmental Community Liaison Specialist

Role: The practitioner will facilitate community engagement, document stakeholder concerns and support grievance redress mechanisms, amongst other related activities.

Mandatory Requirements

1. *Qualifications:* Degree or diploma in social sciences, communication, or development studies
2. *Experience:* Minimum 5 years in stakeholder engagement.

C3.3.3 Documentation control and retention of documents

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

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

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

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

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

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

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

C3.3.4 Invoicing and payment

The Consultant team submits (fee) claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim. The Employer's Representative issues a payment certificate for the amount which they have assessed by the 25th.

The Consultant (QS/PM) thereafter submits the invoice with payment certificate attached to “Invoices Acsa” <Invoices.Acsa@airports.co.za> by the 30th of the month or last day. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60-day payment.

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

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

Before the invoices are submitted to Finance for processing, a pro forma invoice with supporting information must be submitted to the Employer's representative (Client Project Manager) for review in order to avoid any delays of invoices.

C3.3.5 Programme

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

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

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

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

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

The Service Provider **shall provide feedback** on submitted stage reports **within 2 weeks** to ensure that the works are completed for the various stages/phases of the total project within the milestone dates, as per the Employer’s programme of milestones:

C3.3.6 Quality Control and Assurance

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

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

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

C3.3.7 Compliance with Laws

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

C3.3.8 Compliance with Codes, Manuals & Standards

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

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

- ICAO, International Civil Aviation Organisation standards (i.e., Annexure 14 etc.).
- COTO Standard Specification for Road and Bridge Works for South African Authorities, 2020
- New Engineering Contract, 2013.
- South African Civil Aviation Technical Standards.
- SANS Standards.
- IEC 61823 and 61822.
- IATA Development Manual.
- NEMA
- Current industry best practice.

C3.3.9 Health and Safety

The Service Provider shall execute the duties of the Employer, as his appointed agent at all times, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993). The Consultant shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have “in-house” capacity to undertake such duties, an external recognized specialist shall be appointed. This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent as per C3.3.2.

The following is a list of Baseline Risk Assessment and project specific health and safety specifications prepared by the Client in terms of Construction Regulation 5(1)(a) and 5(1)(f).

i. Baseline Risk Assessment for Design Phase
    - Excavation – locating existing underground services, digging test pits
    - Manual handling – setting up surveying equipment
    - Ergonomic risks
    - High & Low voltage power lines – overhead & underground
    - Uneven ground surfaces

- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances)
- Working from ladders
- Exposure to noise
- Working in close proximity to live traffic
- Working with hot materials
- Radioactive equipment
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site
- Biological risks e.g. bees, snakes, spiders, etc.
- Hazardous Biological Agents

- Environmental risks
  - Bad weather conditions,
    - rain,
    - lightning,
    - wind,
  - poor visibility
  - heat exposure – dehydration
  - cold environment

ii. Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site
- Site establishment including:
  - Office(s)
  - Secure/safe storage for materials, plant and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
  - Temporary fuel storage, where applicable
  - Laboratory establishment, where applicable (Client responsibility)
- Dealing with existing structures – possibility of asbestos
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- 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 a water environment
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Hazardous Biological Agents that could lead to epidemics and pandemics
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Use of portable electrical equipment including:
  - Angle grinder
  - Electrical drilling machine
  - Circular saw
  - Generator
- Excavations including:
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trenches
- Welding including:

  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Grader
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Protection from overhead power lines (High and low)
- Work adjacent or in proximity of traffic
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

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

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

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

C3.3.10 Environmental Management

Please refer to Annexure C for the Environmental Management Specification which is indicative of the scope. The scope stated in Annexure C includes the Environmental Management Plan. The scope mentioned will not be executed exclusively by the JMT. Some activities will be under the responsibility of the Design and Build Contractor.

C3.3.11 Order of Services

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

C3.3.12 Methods of Working

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

The Consultants methods of work are always such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk.

Notwithstanding any omission from the Scope, the Services are performed and completed with skill and care expected of professionals in their respective disciplines.

C3.3.13 Change Control

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

C3.3.14 Notice Boards

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

C3.3.15 Document Submissions

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

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

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

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

Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.

If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.

C3.3.16 Time Required for Acceptance of Designs & Calculations by the Employer

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

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

C3.3.17 Reports on Disputed Work

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

C3.3.18 Additional Reports

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

C3.3.19 Working on the Employers property

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

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

Please also refer to Volume 5: Special Requirements for working at an Operational Airport.

C3.3.20 Provision of bonds and guarantees

If this is required, then refer to C1.2 Contract data and C1

.

Part C4: Site Information

The site of the works is Cape Town International Airport. The works will be carried out on airside and on restricted areas. The Consultant is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health and safety, environmental, security, fire and access control. The site is located on the southern, eastern and northern boundaries of the airport precinct. Below aerial images show the site.

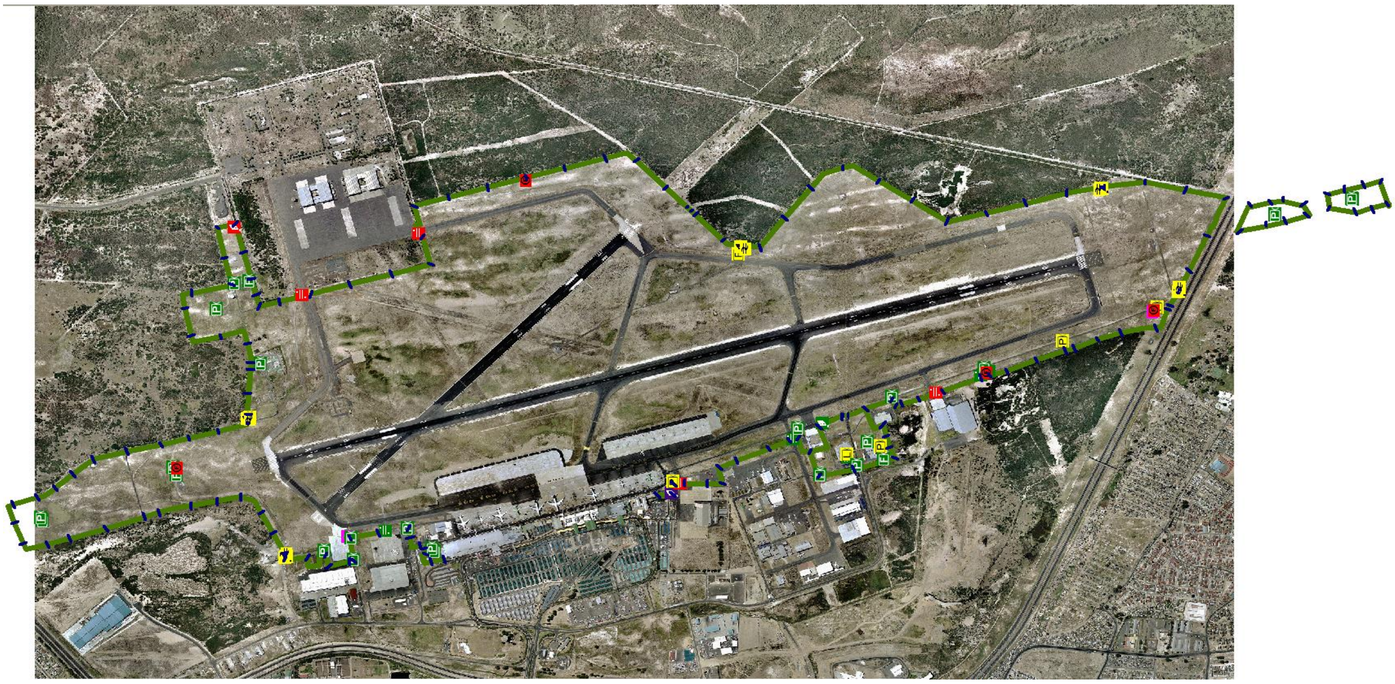


Figure 2: Site Locality Plan

Figure 3: Site Locality Plan – site boundary marked in red

Part C5: Annexures

Annexure C5.1: ACSA Generic Occupational Health And Safety Specifications

Project: Construction of Infrastructure Protection Perimeter Fence and Installation of a Fence along the Interim Identified Boundary at ACSA's Cape Town International Airport

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50. Penalties

1. INTRODUCTION

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

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

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

2. SCOPE

This Specification is intended for all ACSA Service Providers.

3. DEFINITIONS

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

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

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

Contractor: means an employer who performs construction work;

Construction work: means any work in connection with,

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

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

Competent person: means a person who,

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

Designer: means

a) competent person who

i.) prepares a design;

ii.) checks and approves a design; or

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

iv.) including an employee of that person where he/she is the employer or

v.) designs temporary work, including its components,

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

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

d) a surveyor specifying articles or drawing up specifications;

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

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

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

Fall arrest equipment: means equipment used to arrest a person in a fall, including personal equipment

such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

Hazard: means a source of or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the

health and safety of persons, which are normally associated with the type of construction work being

executed or to be executed.

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

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

cutting, digging or scooping;

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

4. NOTIFICATION OF CONSTRUCTION

(Construction Regulation 4)

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

a) include excavation work;

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

c) include the demolition of a structure; or

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

5. DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR

(Construction Regulation 7)

The **Principal Contractor must:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor must prior to performing any construction work:

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

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

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

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

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

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

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

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

6. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

(Construction Regulation 8)

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

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

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

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

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

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

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

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

7. REGISTRATION WITH THE WORKMEN’S COMPENSATION OR LICENSED INSURER

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

8. MANDATARY AGREEMENT

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

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

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

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

(b) Construction Manager CR8(1)

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

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

(e) Construction Supervisor CR8(7))

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

(g) Risk Assessor CR9(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(cc) Stacking Supervisor (CR28(a)) (GSR2(a) (dd) Competent Person in Confined Space Entry GSR5(1) - *where applicable*

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

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

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

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

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

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

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

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

(mm) Incident Investigator (GAR9(2)

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

10. HEALTH AND SAFETY DOCUMENTATION

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

Principal Contractor's Health & Safety Policy

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

Health and Safety Organogram

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

11. RISK ASSESSMENT

(Construction Regulation 9)

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

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

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

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

(d) a monitoring plan; and

(e) a review plan.

A Contractor must ensure that:

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

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

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

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

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

(k) review the relevant risk assessment—

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

   ii. when an incident has occurred.

12. FALL PROTECTION PLAN

(Construction Regulation 10)

A Contractor must

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

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

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

The Fall Protection Plan must include

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

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

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

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

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

A Contractor must ensure that:

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

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

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

(d) fall prevention and fall arrest equipment are

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

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

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

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

(a) the roof work has been properly planned;

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

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

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

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

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

Principal Contractor / Contractor - Competency Assessment

(Construction Regulation 7)

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

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

13. ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH & SAFETY FILE

(Construction Regulation 7)

The Occupational Health and Safety File

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

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspections Register.
- Construction Vehicles & Mobile Plant Inspection.
- Daily Inspection of Vehicles.
- Plant and other Equipment by the Operator/Driver/User.
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Explosive Powered Tool Inspection/Maintenance/Issue/Returns Register. (incl. cartridges & nails)
- Fall Protection Inspection Register.
- First Aid Box Contents.
- Fire Equipment Inspection & Maintenance.
- False work Inspections.
- Hazardous Chemical Substances Record.
- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.
- All other applicable records.
- An equipment inventory register, detailing all major items of equipment such as Construction Vehicles and Mobile Plant etc…

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

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

14. HEALTH AND SAFETY REPRESENTATIVES

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

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

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

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

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

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

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

15. HEALTH & SAFETY TRAINING

Environmental Health and Safety Induction

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

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

Induction Conducted by the Principal Contractor and Competent Person

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

Toolbox Talks

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

First Aid Training

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

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

16. FIRE PREVENTION AND PROTECTION

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

17. EMERGENCY PREPAREDNESS

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

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

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

(021) 937 1211 or 1249

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

18. INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION

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

19. PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

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

20. FALL PROTECTION (WORKING IN ELEVATED POSITIONS)

(Construction Regulation 10)

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

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

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

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

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

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

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

21. RISK ASSESSMENT FOR CONSTRUCTION WORK

(Construction Regulation 9)

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

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

The **Risk Assessment must include:**

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

A Contractor must ensure that:

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards.
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

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

22. STRUCTURES

(Construction Regulation 11)

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

- That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He/she has received from the designer the following information:

- Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction/demolition process.
- All drawings pertaining to the design are on site and available for inspection.

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

23. TEMPORARY WORK

(Construction Regulation 12)

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

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

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

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

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

All equipment used in the erection of temporary works must be checked by a competent person before use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

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

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

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

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

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

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

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

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

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

24. EXCAVATIONS

(Construction Regulation 13)

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

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

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

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

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

25. DEMOLITION WORK

(Construction Regulation 13)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

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

26. SCAFFOLDING

(Construction Regulation 16)

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

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

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

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

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

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

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

27. SUSPENDED PLATFORMS

(Construction Regulation 17)

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

28. EXPLOSIVE ACTUATED FASTENING DEVICES

(Construction Regulation 21)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at a right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)
    - The Contractor or user must ensure that:
    - Only the correct type of cartridge is used (product specific)
    - The EPT is cleaned and inspected daily before use by an appointed competent person who maintains a register with the findings of his inspection and the details of cleaning, service and repairs.
    - The safety devices are in good working order before the EPT is used.
    - When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
    - A warning notice is displayed at the point where the EPT is in use.
    - The issue and return of cartridges must be controlled by maintaining the issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges.
    - Users/operators of the EPT have received the necessary training and have been authorised as being competent to use/operate the EPT.
    - Users/operators must wear the prescribed PPE whilst using/operating the tool.

29. CRANES

(Construction Regulation 22)

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

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

a) they are designed and erected under the supervision of a competent person.

b) a relevant risk assessment and method statement are developed and applied;

c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;

d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;

e) the tower crane operators are competent to carry out the work safely; and

f) the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

30. LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

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

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

a) Malfunctioning of equipment; and

a) Discovery of a suspected defect in the equipment

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

31. CONSTRUCTION VEHICLES & MOBILE PLANT

(Construction Regulation 13)

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

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

- of acceptable design and construction
- maintained in good working order.
- used in accordance with their design and intention for which they were designed.
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate CV & MP
- Operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive CV & MP.
- fitted with adequate signalling devices to make movement safe including reversing.
- excavations and other openings must be provided with sufficient barriers to prevent CV & MP from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during CV & MP operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book.

- CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the CV & MP is on site.
- No loose tools, material etc. is allowed in the driver/operators' compartment/cabin nor in the compartment in which any other persons are transported
- CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads.

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

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

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

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

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

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

32. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

(Construction Regulation 24)

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

a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;

c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;

d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and

e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

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

33. USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES

(Construction Regulation 25)

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore, that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.
- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment.
- No smoking or other sources of ignition is allowed into the area.
- The area is conspicuously demarcated as "flammable materials”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping.
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs.
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature.
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables.
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door.
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas.
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity.
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders.
- All permanently installed storage facilities to comply with SANS 10089.

34. HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

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

a) the proper storage of materials and equipment.

b) the removal of scrap, waste and debris at appropriate intervals;

c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;

d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;

e) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and

f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

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

35. STACKING AND STORAGE ON CONSTRUCTION SITES

(Construction Regulation 28)

The Principal Contractor must ensure contractor must ensure that:

a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;

b) adequate storage areas are provided;

c) there are demarcated storage areas; and

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

36. FIRE PRECAUTIONS ON CONSTRUCTION SITES

(Construction Regulation 29)

The Principal Contractor must ensure that:

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

b) sufficient and suitable storage is provided for flammable liquids, solids and gases;

c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;

d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—

   (i) only suitably protected electrical installations and equipment, including portable lights, are used;

(ii) there are no flames or similar means of ignition;

(iii) there are conspicuous notices prohibiting smoking;

(iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and

(v) adequate ventilation is provided;

e) combustible materials do not accumulate on the construction site;

f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;

g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;

h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;

i) a sufficient number of workers are trained in the use of fire- extinguishing equipment;

j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;

k) the means of escape is kept clear at all times;

l) there is an effective evacuation plan providing for all—

(ii) persons to be evacuated speedily without panic;

(iii) persons to be accounted for; and

(iv) (plant and processes to be shut down; and

m) a siren is installed and sounded in the event of a fire.

37. CONSTRUCTION EMPLOYEES' FACILITIES

(Construction Regulation 30)

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

a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;

b) at least one sanitary facility for each sex and for every 30 workers;

c) changing facilities for each sex; and

d) sheltered eating areas.

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

38. LADDERS

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

39. PRESSURE EQUIPMENT

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

40. EMPLOYEES EXPOSED TO EXCESSIVE NOISE

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

41. PUBLIC SAFETY AND SECURITY

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

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

Furthermore the Principal Contractor must ensure that:

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

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

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

42. NIGHT WORK

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

43. HOT WORK

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

44. HIRED PLANT AND MACHINERY

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

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

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

a) Malfunctioning of equipment; and

b) Discovery of a suspected defect in the equipment

45. ROAD CONSTRUCTION WORK

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

46. EDGE PROTECTION AND PENETRATION

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

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

47. BATCH PLANTS

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

48. CONFINED SPACE ENTRY

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

49. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

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

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

No dangerous weapons or firearms allowed on the construction site.

50. INTERNAL/EXTERNAL AUDITS

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

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

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

51. PENALTIES

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

The Principal Contractor will be advised in writing of the nature of the infringement and the amount therefor. The Principal Contractor must determine how to recover the fine from the relevant employee and/or sub-contractor.

The Principal Contractor must also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and must advise ACSA accordingly. The Principal Contractor is also advised that the imposition of penalties does not replace any legal proceedings.

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

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

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

I, ____________________________ (name & surname) of

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

Signed: ________________________________

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

At: __________________________________ (Airport Name)

Annexure C5.2: ACSA Baseline Hazard identification risk assessment (HIRA)

Baseline Risk Assessment	
Project Name	CTIA Perimeter Fence Installation and Replacement
Document Number: HIRA 1	Revision Number: 001

1. Risk assessment of the Project

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

2. Generic Hazard Assessment of the Project

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

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

Required to Complete a Generic Hazard Assessment of the Project

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

Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/person s	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and is to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A
Driving on airside	Incidents	Damage to aircraft/ vehicles/propert y/ persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio Licence training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio licence (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/persons	Signage warning against jetblast is installed at high-risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A

Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A

Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilised during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D

Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat- damage to property, vehicle. Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not to be used to transport heavy items in the Parkade	4C

Annexure C5.3: ACSA INSURANCE CLAUSES

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

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

1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and warrantees;

Open Trench Limitation

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

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

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

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

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

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

Professional Duties do not include:

a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

b) Supervision of the construction works usually undertaken by a building or engineering contractor.

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

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

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

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

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

c) Aviation Liability Insurance ;

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

d) Design & Construct Professional Indemnity Insurance

i. In respect of contracts under R50 million at award – **R5,000,000.**

ii. **In respect of contracts over R50 million at award – R10,000,000**

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D:+27(0)11 7231400
M:+27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the “Agreement of Loss” to this effect.

2. **Insurance Effected by the Contractor.**

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

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

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

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

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

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

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

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

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer’s Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

Cover: Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

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

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

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

2.4 **Sub-Contractors.**

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

b) enforce the compliance by subcontract agreement between the Contractor and Sub-Contractor and where applicable that the Sub-Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances)

APPENDIX A

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

Send to: Airports Company South Africa

*..
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....
……………………...............................

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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

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

Date of loss : ____

Reported to site agent by: ______________________ Date: ____________________

Reported to Insurance Broker by: ______________________ Date: ____________________

How did the loss occur (cause) ? ______________________________________

Details and nature of loss or damage to Contract Works ___________________________

Details of other property damaged ______________________________________

____

Names and address of witnesses ______________________________________

Estimated cost of repairs (Separate records of all costs must be kept) R____________________

Person whom assessor should contact ____________________________________

Telephone/Mobile Numbers Of Contact Person______________________________

Email Address of Contact Person______________________________

Annexure C5.4: ACSA Service & Maintenance Contractors

Environmental Terms and Conditions to Commence Work - EMS 048

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

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

Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labeled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, ____ (name & surname) of ___________________

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

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

at: ____ (airport name).

ANNEXURE C5.5: POPIA AGREEMENT

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT ______________________ON THIS________DAY OF ___________________2025.

____

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT ______________________ON THIS________DAY OF ___________________2025.

AUTHORIZED SIGNATORY ______________________