

NEC Engineering & Construction Short Contract: Cape Town International Airport

Contract Form AutoTemplate:

ACSA Project Manager		
ACSA Project Manager Job Title	Project Manager	
ACSA Proj Manager Email		
Date of contract commencement		
Contract Price (Excl. VAT)	R	
Contract Name / Description	CTIA Refurbishment of Terminal Roofs	
Contractor's Company Name		
Contractors WCA No.		
Contractor's Representative		
Contractor's Rep Job Title		
Contractors' Postal Address		
Contractor's Tel No.		
Contractor's Fax No.		
Contractor's Email Address		

AIRPORTS COMPANY SOUTH AFRICA
PROJECT AND CONTRACT TITLE

Tel +27 21 937 1200 Fax +27 21 936 2937
Administration Office, Southern Office Block,
Western Cape, South Africa, 7525
Private Bag X9002, Cape Town International,
Western Cape, South Africa, 7525
www.airports.co.za

Airports Company South Africa Limited Reg No 1993/004149/06 VAT No 4930138393
Board of Directors: SV Zilwa (Chairman), *MW Hlahla (Managing Director), R Persad, *BP Mabelane, NTY Siwendu,
N Galeni, A Kekana, WC van der Vent, MD Ramagaga
*Executive Directors



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and [Company]

for **CTIA Refurbishment of Terminal Roofs**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	Page No.
Part C1 Agreements & Contract Data		
C1.1 Form of Offer and Acceptance		3
C1.2 Contract Data provided by the <i>Employer</i>		6
C1.2 Contract Data provided by the <i>Contractor</i>		25
Part C2 Pricing Data		
C2.1 Pricing assumptions		26
C2.2 Price List		27
Part C3 Scope of Work		
C3.1 Works Information		31
Part C4 Site Information		36
POPIA ANNEXURE		61

Documentation prepared by:

Building Maintenance
Cape Town International Airport

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

CTIA Refurbishment of Terminal Roofs

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

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

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

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

Signature(s)

Name(s)

[Manager]

Capacity

[Title]

[Company]

(Insert name and address of organisation)

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Airports Company South Africa
Cape Town International Airport

(Insert name and address of organisation)

[Publish Date]

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the Employer
Signature
Name	[Manager]
Capacity
On behalf of	[Company] <i>(Insert name and address of organisation)</i>	Airports Company South Africa <i>(Insert name and address of organisation)</i>
Name & signature of witness
Date	[Publish Date]

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

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[●]” - data is required to be inserted.]

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa VAT Reg No. 493 013 8393
	Address	Private Bag X9002 Cape Town International Airport 7525
	Tel No.	
	Fax No.	
	E-mail address	[Comments]
11.2(11)	The <i>works</i> are	CTIA Refurbishment of Terminal Roofs
11.2(13)	The Works Information is in	the document called ‘Works Information’ in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called ‘Site Information’ in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport
30.1	The <i>starting date</i> is.	
11.2(2)	The <i>completion date</i> is.	
13.2	The <i>period for reply</i> is	1 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	4 weeks
50.1	The <i>assessment day</i> is the	25th day of each month.
50.5	The <i>delay damages</i> are	R 1500 per working day

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009. See www.ecs.co.za

50.6	The retention is	10% performance bond Or bank guarantee. Bank guarantee to be issued to ACSA at the end of contract before final payment is made. This guarantee will be released at the termination of the defects liability period assuming all defects have been attended to
51.2	The interest rate on late payment is	0 %
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	See Clause Z1.1 below
82.1	The <i>Employer</i> provides this insurance	See Clause Z1.1 below
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	See Clause Z1.1 below
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	See Clause Z1.1 below
93.1	The <i>Adjudicator</i> is (Name)	the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him. [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	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 for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)² and the following additional conditions:

-

Z1

Z1.1 **INSURANCE CLAUSES FOR LANDSIDE 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 warranties ;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall

² Can be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see www.ecs.co.za) or SAICE.

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) 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) Design & Construct Professional Indemnity Insurance

- a) In respect of contracts under R50 million at award – **R5,000,000**.
- b) **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)11 723 1400
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 1.1 (a) and (c) 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) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(c) and if applicable to cover the deductible that applies to the Employer effected insurance.
- h) **Marine Cargo Insurance (If Applicable)**

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

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

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

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

j) **Miscellaneous Insurance**

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

- 2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.
- 2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

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

2.4 Sub-Contractors.

The Contractor shall:

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

Insurance APPENDIX A

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

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

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 : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

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.

2. 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 warranties ;

Open Trench Limitation

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

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

- c) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- d) 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 - **US\$250,000**.

d) Design & Construct Professional Indemnity Insurance

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

b) 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)11 723 1400
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 sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

Insurance APPENDIX A

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

Send to : Airports Company South Africa

*
.....
.....
.....
.....
.....

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za
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 : _____

Locality of Incident _____

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 _____

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

10.1	The <i>Contractor</i> is (Name):	[Company]
	Address	[Status]
	Tel No.	
	Fax No.	[Company Fax]
	E-mail address	[Company E-mail]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	Excluding VAT

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

C2 Pricing Data

C2.1 Pricing assumptions

Also see Tender Document for Pricing Instructions.

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

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

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

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

C2.2 Price List

Bidder to refer to Pricing Instructions in bid document – page 77.

Price must include all costs (material, labour, transport, consumables, overheads, management etc.)**ACSA – CTIA Refurbishment of Terminal Roofs**

No.	Description	UOM	QTY	Rate	Amount Excluding VAT
1	Roof Replacement				
1.1	Remove existing roof sheet including flashings and waterproofing and cart away material.	m ²	8687	R	R
1.2	Remove gutters and downpipes and cart away material	m	70		
1.3	Supply and fit 0.58 Chromodeck Colour One Side - Klip Tite 700 profile roof sheets fixed to existing purlins not exceeding 15-degree pitch	m ²	8687		
1.4	All flashings and waterproofing details	item	1		
1.5	50mm white faced factory lite installed below roof sheeting and above existing purlins	m ²	8687		
1.6	140 x 150 x 150 x 0.9mm aluminium gutters fixed to the underside of the roof sheet with mill finish aluminium L brackets and standard dual-purpose brackets	m	416		
1.7	160mm PVC pipes as downpipes complete	m	30		
1.8	Repair old down pipes	no.	9		
1.9	Front bullnose gutter repairs	m	130		
1.10	Repair External Aluminium windows 2.00m x 1.50m	no.	3		
1.11	Terminal Building No. 1,2 and 5 Roofs	m ²	8687		
	SUB-TOTAL 1				R

No.	Description	UOM	QTY	Rate	Amount Excluding VAT
2	Removal of Defective Waterproofing at Terminal Buildings 1,2 and 5.			R	R
2.1	Removal of existing defective waterproofing membrane at roof sheeting overlaps. Removal of existing defective waterproofing membrane on the concrete roof	m ²	341		
2.2	Carting away of removed materials.	m3	24		
2.3	Replacement waterproofing to Buildings - Metal roof Liquid membrane application to laps approximately 1m wide on roof sheeting	m	192		
2.4	Liquid membrane application to laps approximately 1m wide on Parapet walls	m ²	208		
2.5	Installation of new ridge capping over the existing ridge width 750 mm wide	m	96		
2.6	Inspect loose roof fixings and replace where necessary and seal on the entire roof area	m ²	9468		
2.7	Roof Flashings - Maintenance around extractors, aircon and other equipment on roof.	No.	21		
2.8	Concrete roof				
2.8.1	Re-screed to falls and prepare for waterproofing with torch on membrane to concrete roof in patches measured at 25% of the full area.	m ²	85		
2.8.2	One coat bituprime and one layer of 4 mm bitumen membrane heat fused on screed to falls	m ²	341		
2.8.3	2 coats bituminous aluminium paint on torch-on	m ²	341		
	SUB-TOTAL 2				R

AIRPORTS COMPANY SOUTH AFRICA
PROJECT AND CONTRACT TITLE

No.	Description	UOM	QTY	Rate	Amount Excluding VAT
3	Preliminary & General (P&G)				
3.1	Site Establishment	Sum	1		R
3.2	Safety File	Ea	1		
3.3	Permits – Provisional Amount	Sum	1		10 000,00
	Sub-Total 3				R

SUMMARY PRICING SCHEDULE:**ACSA – CTIA Refurbishment of Terminal Roofs**

NO.	DESCRIPTION	PRICE EXCLUDING VAT
1	Sub-Total 1 – Roof Refurbishment	R
2	Sub-Total 2 - Removal of Defective Waterproofing at Terminal Buildings 1,2 and 5.	
3	Sub-Total 3 - Preliminary & General (P&G)	
TOTAL		R
Contingency (10% of above total)		
TOTAL EXCLUDING VAT <i>(Carry over to Form of Offer and Acceptance above - C1.1)</i>		R

C3: Scope of Work

C3.1 Works Information

Working Hours for this project:

Most of the Preparatory Work can be done during the day.

Sections of roof that is closer to airside must be done after airport operational hours (23.30 or after last flight to 4am)

All other works can be done during working hours (0700 to 1700).

1. Description of the works

The main purpose of this project is to replace deteriorated roof sheets and refurbish corroded structural and aesthetic members. The works on this project will include the following: Design of sheets, Replacement of Roof Sheets and cladding, Flashing and Capping, Gutter and downpipe replacement, replacement of roof vents, replacement of damaged ceilings, replacement of damaged Sisalation, removal of corrosion on structural members and minor electrical works.

(a) Replacement of Roof sheets and Side Cladding

The biggest component of the project will be replacement of the corroded sheets, the existing sheet profile has been phased out, therefore a new roof sheet profile will have to be used. The contractor will submit the proposed profile to ACSA for approval before construction can begin. The rate for Replacement of Roof sheets and Side Cladding should include all works associated with replacement of the sheets e.g Removal and disposal of existing damaged roof sheets, Delivery and construction of new sheets, fasteners, Materials access e.t.c. The unit for measurements for this item will be m². Payment will be made in stages as agreed between ACSA and the contractor (on proven progress and cost).

(b) Flashing and Capping

All roof sheeting should be finished off with flashing, the rate for this work will cover all works associated with capping and flashing e.g delivery, labour, fasteners, access, materials. The unit for measurements will be a meter of flashing or capping installed.

(c) Gutters and Downpipes

All gutters around the building are corroded and need to be replaced, the rate for this work will include all works associated with installation of gutters and downpipes, the rate should include incidents where the a downpipe discharge point need to be constructed and linked to the existing stormwater drainage inlets. The unit for measurement is a meter of installed length of the gutters and down pipes.

(d) Replacement of Louvers or Mechanical Roof Vents

There are number of louvers that need to be replaced, the rate for this work should include compensation for all works associated with removal of existing vents and installation of new vents, the roof vents should be similar to the existing vents. The rate should include compensation for all works associated with removal and

installation of mechanical vents e.g materials, removal and disposal of existing vents, transportation, labour, installation of new vents e.t.c

(e) Ceilings

Damaged office ceiling will be replaced like for like(i.e Gypsum Boards), the rate for this work will include all works associated with replacement of damaged ceilings such as materials, labour, transportation, cornices, trims, hangers, suspenders e.t.c. the unit for measurement is m² of completed ceiling

(f) Sisalation

The Sisalation in the Terminal Buildingis damaged at places, the tendered rate should include compensation for all works associated with repairing and replacing the Sisalation where it is damaged e.g Access, materials, fastners, straining wires e.t.c. The unit for measurement for this item is m² of replaced Sisalation.

(g) Electrical Works

It is foreseen that minor electrical works will be required to deliver a roofs that is usable to the airport. The envisaged minor works includes, moving of electrical points, moving of cables and lights during construction e.t.c.

(h) Removing corrossion on Structural Members

It is envisaged that rust removal and rust protection will be required on some structural members once the existing sheets have been lifted. This item compensate for works required to clean the structural members using appropriate method (e.g Sand Blasting or wire brushing). The unit for measurement will be m² of claned and protected members.

(i) Professional Personnel

It is a requirement of this project that the contractor should team up with built environment proffessional who will take responsibility of their designs, the proffessional team members should be registered in the relevant category with ECSA.

(j) Permits

The contractor will require various permits to conduct work on ACSA property. All permits costs will be reimbursed at cost, no mark up is permitted on permit costs.

Guarantees and Warrantees:

- a) Workmanship – must be guaranteed for a period of 12 months.**
- b) Guarantees – New Roofing must be guaranteed for a minimum period of 8 years.**

2. Drawings

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

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		
Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	1993	Yes
SANS 10142-1, The wiring of premises-Part 1: Low voltage installations		
SANS 10089-1:2008 Part 1: Storage and distribution of petroleum products in above ground bulk installations	2008	

4. Constraints on how the Contractor Provides the Works

The following risks were identified for this project:

- Works will be done within live airport operation environments therefore no roof sheets should be left unsecured to prevent lifting by winds
- The tenant can only vacate the Terminal Building for a maximum period of two (2) months

This is a rehab project, therefore care must be taken not to expose permanent Terminal Building furniture (e.g ceilings and electrical wires) to weather elements.

4.1 Meetings

- Project kick-off meeting between ACSA and _____ to occur on _____
- 1st site meeting to occur 2 weeks after kick-off meeting and then 1 meeting per week until project completion

4.2 Use of standard forms

- NEC standard forms apply

4.3 Invoicing and payment

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

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

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

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

Payment will be made in stages as agreed between ACSA and the contractor (on proven progress and cost).

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

4.5 B-BBEE and preferencing scheme

_____ is to maintain or improve on it's BBBEE status.

4.6 Facilities to be provided by the *Contractor*

N/A

4.7 Title to material from excavation and demolition

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

4.8 Design by the Contractor

All designs to be submitted to the ACSA project manager in writing for approval

5. Requirements for the programme

Contractor to supply the ACSA project manager with:

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

Contractor to notify the ACSA project manager in writing regarding any deviations to the above

6. Services and other things provided by the Employer

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

C4: Site Information

Cape Town International Airport – Terminal Buildings



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

1. Access limitations

[•]All work for this project is to be conducted within the Terminal Buildings of Cape Town International Airport therefore the contractor shall:

- a) Adhere to all Health and safety requirements specified by ACSA
- b) Give advance notice to the ACSA Project manager when work is to take place. 24 Hour notice should be the minimum notice period.
- c) Contractor to submit a health and safety file to the ACSA project manager prior to any work on site.

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

[•]N/A

3. Hidden and other services within the *site*

[•]N/A

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

[•]N/A

5. ACSA Environmental Work Instruction

Scope

This Environmental Work Instruction (EWI) is intended for all ACSA service and maintenance contractors whose activities, products and services may produce a negative impact on the environment at ACSA operated airports.

Objective

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

Definitions and Abbreviations

ACSA

Airports Company South Africa

ACSA AEMR

Airport Environmental Management Representative

Service & Maintenance Contractor

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

Procedure General

- 4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.
- 4.2 All new service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Determining Significant Environmental Aspects Procedure - T010 001M](#).
- 4.3 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.2 above. If training is required, it must be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.
- 4.4 The ACSA department responsible for appointing service or maintenance contractors must append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications – this will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors must sign this permit, a copy of which will be kept by both the responsible ACSA department and the contractor.

- 4.5 The contractor's representative must ensure the conditions set out in this permit, along with ACSA's Environmental Policy are communicated to, comprehended and implemented by all contractor staff.
- 4.6 All ACSA departments making use of contractors shall keep an up-to-date register of contractors on site. This register will include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.
- 4.7 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

Roles and Responsibilities

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

Verification

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

Non Conformance

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

References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M
 ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
 ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
 ACSA Document Control Procedure - Z001 006M
 ACSA Record Keeping Requirements Procedure - Z001 008M
 ACSA Airfield Standard Operating Procedure Manual
 ACSA EMS Procedure EMS Audit - T030 002M

Change Control

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

Records

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

11. Endorsement

Activity	Name	Signature	Date
Prepared by	ACSA Building and Facilities Maintenance:		
Authorisation	ACSA Senior Maintenance Manager:		
Approval	ACSA Cluster 2 Regional Manager:		

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 (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, 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 refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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: <ol style="list-style-type: none"> 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 <p>This information must be available during audits and inspections.</p>

Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, 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.
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 between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, [Manager] 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: [Publish Date]

at: Cape Town International Airport.

AIRPORTS COMPANY SOUTH AFRICA ENVIRONMENTAL MANAGEMENT SYSTEM POLICY STATEMENT

Airports Company South Africa, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System (EMS).

To achieve this, Airports Company South Africa is committed to:

- Implementing and maintaining an EMS in accordance with the principles outlined in the ISO 14001 standard.
- Complying with relevant environmental legislation, associated regulations and other applicable requirements.
- Providing a framework for setting and reviewing Objectives and Targets.
- Providing measures to prevent environmental pollution resulting from airport activities and operations.
- Monitoring and measuring significant environmental aspects and impacts of airport activities and operations.
- Ensuring that all Airports Company South Africa employees, operators, and contractors that fall within the scope of the EMS are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the EMS.
- Conducting regular audits of our Environmental Management System to ensure its adequacy and effectiveness.
- Ensuring continual improvement of our environmental performance.

The scope of the Environmental Management System extends to all Airports Company South Africa buildings, infrastructure and geographical areas within which Airports Company South Africa operates its aeronautical business. Airports Company South Africa managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management on an annual basis and made available to any interested parties on request.

Signed:

Date:

Issue No.: 5

Managing Director: Airports Company South Africa

6. ACSA Contractors OHS Specifications (Version 3, 24th July 2008)

1. SCOPE

This Specification is intended for all ACSA Service Providers and Contractors to ACSA Cape Town International Airport.

2. OBJECTIVE

- To ensure that ACSA Service Providers and Contractors comply with the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Regulations thereto including any relevant standards and SANS codes of practice that may apply.
- To minimise and eliminate contractor's health and safety risks.
- To ensure that contractors submitting tenders make provision for the cost of health and safety measures to be implemented during the duration of the contract /during the construction process.

3. DEFINITIONS

Client means any person for whom construction work is performed.

Contractor (also referred as Mandatary), including a labour-only contractor, who carries out a trade, business or other undertaking (whether for profit or not) in connection with which he or she:

- (a) carries out or undertakes to carry out or manages construction work; or
- (b) arranges for any person at work under his control (including an employee of his, where he is the employer) to carry out or manage construction work; or
- (c) provides a person or persons to perform work for a client .

Construction work means any work in connection with

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or similar type of work.
- (e) Any work in addition to the above which by agreement between the principal and the contractor may be agreed to be construction work, or any work which may be described as construction work in terms of the Construction Regulations to the OHS Act GN 1010 of the 18th July 2003

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

Designer means a person who prepares a design; arranges for any person at work under his control(including an employee of his, where he is the employer) to prepare a design; an architect or engineer contributing to, or having overall responsibility for the design; building services engineer designing details for fixed plant; surveyor specifying articles or drawing up specifications; contractor carrying out design work as part of a design and build project; temporary works engineer designing formwork and false work; and interior designer, shop-fitter and landscape architect.

Fall Prevention Equipment means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, lifelines or physical equipment, guardrails, toe-boards, screens, barricades, anchorages or similar equipment.

Fall Arrest Equipment means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excluding body belts.

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 is an activity conducted by competent person which includes

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

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

Ergonomics means 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 the overall system performance

4. NOTIFICATION OF CONSTRUCTION

Any contractor who intends to carry out construction which includes the construction work listed below must notify the Provincial Director by completing (Annexure A) prior commencement of any work at least 3 days after being officially notified by ACSA that s/he has been awarded the tender to carry out such work. Proof of such notification must be submitted to ACSA for reference purposes.

- (a) the demolition of a structure exceeding a height of 3 meters; or
- (b) the use of explosives to perform construction work; or
- (c) the dismantling of fixed plant at a height greater than 3 meters;
- (d) when the construction work exceeds 30 days or will involve more than 300 person days of construction work;
- (e) excavation work deeper than 1 meter; or
- (f) working at a height greater than 3 meters above ground or a landing.

5. REGISTRATION WITH THE WORKMENS COMPENSATION OR LICENSED INSURER (WCA/ FEM etc)

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

6. MANDATORY AGREEMENT FORM

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

7. ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & ITS REGULATIONS

A written letter of appointment shall 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 Work Supervisor
- (c) Assistant Construction Work Supervisor
- (d) Full-time or part-time Construction Safety Officer
- (e) Scaffolding Erector
- (f) Scaffolding Inspector
- (g) Excavation Supervisor
- (h) Explosive Powered Tool Supervisor
- (i) Fire Equipment Supervisor
- (j) Portable Electrical Equipment Supervisor
- (k) Ladder Supervisor
- (l) Personal Protective Equipment Supervisor
- (m) Electrical Supervisor
- (n) Lifting Machine Supervisor
- (o) Lifting Tackle Supervisor
- (p) Stacking and Housekeeping Supervisor
- (q) Workshop and Plant Supervisor
- (r) Oxy-acetylene Gas Cutting/Welding Supervisor
- (s) Safety Representatives
- (t) Competent Person in Risk Assessment
- (u) Hazardous chemical substances Controller/Co-ordinator
- (v) First Aider
- (w) Incident Investigator
- (x) Formwork and Support work Supervisor

- (y) Batch Plant Operator
- (z) Demolition work supervisor
- (aa) Fall protection developer/planner
- (bb) Blasting supervisor (supervision of explosives workplace (ER 12)
- (cc) Competent person in Confined Space entry

8. HEALTH AND SAFETY PLAN

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

8.1 Contractor's Health & Safety Policy

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

8.2 Health and Safety Organogram

A Contractor shall provide a health & safety organogram which outlines the team leaders, 16.2 appointees, construction work supervisor, assistant construction work supervisor, safety representatives, safety committee members and other related appointments in terms of the OHS Act. The contact numbers should also be provided for easy reference.

8.3 Risk assessment

A risk assessment shall be conducted by a competent person, this includes:

1. identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related
2. hazard analysis and evaluation of the identified risks and hazards;
3. a documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
4. a monitoring and review plan of risks and hazards
5. relevant personal protective equipment or clothing to be provided which is SABS approved
6. fall protection plan for work carried in elevated position(s)

The contractor shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

8.4 Fall Protection Plan

A contractor shall submit a risk assessment conducted by a competent person outlining the procedure and methods used to address all risks identified per location. A contractor shall ensure that employees working in such elevated positions undergo a medical examination conducted by a registered occupational health practitioner. A certificate of fitness (i.e. employee's physical and psychological fitness) valid for a year shall be submitted prior commencement of construction. A contractor shall ensure that employees working from elevated positions receive proper training and such records are kept on file for reference purposes.

A contractor shall ensure that no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder.

A contractor shall ensure that fall prevention and fall arrest equipment is inspected for its suitability and strength before use to ensure that it is safe for use and such inspections shall be recorded and kept on file for reference.

A contractor shall ensure that fall arrest equipment is used only if not reasonably practicable to use fall prevention equipment. Precautionary measures shall be taken by the contractor to ensure that in the event of fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

8.5 Health and Safety Representatives

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

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

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

8.6 Health and Safety Committee

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

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

8.7 HEALTH & SAFETY TRAINING

ENVIRONMENTAL HEALTH & SAFETY INDUCTION

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

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

INDUCTION CONDUCTED BY CONTRACTOR & COMPETENT PERSON

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

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

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

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

Toolbox Talks

A Contractor shall ensure that employees attend a formal Toolbox conducted at least on a weekly basis. Toolbox Talks shall cover a wide variety of topics related to health and safety. An attendance register shall be completed by employees who attended such Talks. The register shall indicate the topic covered, presenter, date and signatures of employees attended. Records for Toolbox Talks shall be kept in a health and safety file and be made available to ACSA for perusal.

First Aid Training

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

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

8.8 Fire prevention and Protection

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

8.9 EMERGENCY PREPAREDNESS

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

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

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

8.10 Incidents/Accidents Reporting and Investigation

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

8.11 Personal Protective Clothing/Equipment

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

9. GENERAL ADMINISTRATIVE HEALTH & SAFETY REQUIREMENTS

9.1 Roof Work

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

9.2 Structure

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

9.3 Designer

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

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

9.4 Scaffolding Erection/Dismantling

A contractor shall ensure that scaffolding is erected and dismantled under the supervision of a competent person. A letter of appointment of the scaffold erector and inspector and their proof of competency shall be provided prior commencement of work. A contractor shall ensure that all safety standards stipulated in Construction Regulation 2003 are adhered to.

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

9.5 Excavation Work

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

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

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

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

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

9.6 Demolition Work

A contractor shall ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 12 of OHS Act 85/1993.

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

9.7 Explosive Power Tools

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

9.8 Portable Electrical Tools and Electrical Installation

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

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

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

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

9.9 Lifting Equipment, Tackle, Material Hoist & Cranes

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

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

- (a) the malfunctioning of equipment; and
- (b) the discovery of a suspected defect in the equipment

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

9.10 Ladders

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

9.11 Storage of Flammable Liquids

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

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

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

9.12 Vessels under Pressure

A contractor shall ensure that vessels under pressure are identified, numbered and entered in a register. A contractor shall ensure that a competent person is designated to supervise the use and maintenance of vessels under pressure. A contractor shall ensure that inspections are carried out and test of certificates are available and kept on file.

9.13 Employees exposed to excessive noise

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

9.14 Stacking and Storage

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

9.15 Ablutions/Changing/Eating Facility

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

9.16 Housekeeping on Sites

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

9.17 Public Safety & Security

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

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

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

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

9.18 Night Work

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

9.19 Hot Work

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

9.20 Construction Vehicles

A contractor shall ensure that all construction vehicles are maintained in a good working order, regular inspections are conducted and such records are kept on site. A contractor shall ensure that construction vehicle(s) is/are operated by only certified competent and authorised persons. A contractor shall ensure that s/he complies with the safety measures stipulated in Construction Regulation (July 2003) and National Road Transport Regulations, 2000.

9.21 Hired Plant and Machinery

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

- (a) the malfunctioning of equipment; and
- (b) the discovery of a suspected defect in the equipment

9.22 Road Construction Work

A contractor shall 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 shall be provided at least at 75 m away from the cones; flag man; actual construction work etc.

9.23 Edge protection and penetration

A contractor shall 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.

9.24 Cantilevered loading platforms

Should these be used, a design certificate issued by a competent person must be made available, indicating a maximum safe work load, the erection and maintenance procedures. Requirements and provisions of SANS 10085-1:2004 regarding loading platforms shall be adhered to by the relevant contractor.

9.25 Formwork and support work

A Principal contractor and its contractors shall ensure compliance with the provisions made in terms of section 10 of Construction Regulation July 2003. These provisions must include but not limited to examining formwork and support work suitability before use, and inspection of formwork and support work structures on a daily basis until such time when formwork and support work structure have been removed. Records of all inspections must be kept in a register and made available to a Client, client representatives etc.

Public must be protected from any risk, and an alternative pedestrian and vehicle movement will be required when the risk prevails.

9.26 Suspended platforms

Should these platforms be used, the requirements and provisions of Construction regulation (July 2003) shall become applicable to a relevant contractor. These provisions shall include but not limited to use of safety harness as a fall prevention device by each person who will be on such platform. Such person using harness on a suspended platform shall at all times be attached to an anchoring point, suspended platform, or to any other secured structure.

9.27 Batch Plants

Should a batch plant be used, it shall conform to the requirements as set out on Construction regulation (July 2003) of OHS Act 85/93. These shall include but not limited to appointment of a competent person to operate and supervise batch plant operations.

9.28 Confined Space entry

A contractor shall ensure that all necessary health and safety provisions prescribed in the General Safety Regulations are complied with when entering confined spaces.

10. OCCUPATIONAL HEALTH MEDICAL SERVICES

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

A contractor shall be provided with a number to be used for medical emergencies.

11. LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

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

13. INTERNAL/EXTERNAL AUDITS

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

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

A contractor shall ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

14. PENALTIES

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

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

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

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

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

AIRPORTS COMPANY SOUTH AFRICA
PROJECT AND CONTRACT TITLE

I, [Manager] 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: [Publish Date]

at: Cape Town International Airport.

7. Mandatory OSH Form 37(2)

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993)

OBJECTIVES

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

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

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

The parties to this Agreement are:

<p>Name of Organisation:</p> <p align="center">AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT</p>
<p align="center">Physical Address: Airport Company South Africa Cape Town International Airports Company South Africa 7525</p>

Hereinafter referred to as “Employer”

<p>Name of organisation:</p> <p align="center">[Company]</p>
<p>Physical Address</p> <p align="center">[Status]</p>

Hereinafter referred to as “the Mandatory”

MANDATORY’S MAIN SCOPE OF WORK

CTIA Refurbishment of Terminal Roofs

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatory” is defined as including as agent, a contractor or a sub-contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (MAIN CONTRACTOR) for unlawful acts or omissions of Mandatories (SUB-CONTRACTORS) save

where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of this Act.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the EMPLOYER in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the employer.
9. A copy of the written Construction Supervisor Appointment in terms of Construction Regulation 6 must be forwarded to the Employer before any work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Employer's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Employer's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Employer.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a risk assessment is performed by a competent person before commencement of any work in the Employers premises. A risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made

available and enforced and all employees shall be made conversant with the contents of these practises.

- 9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Sub-contractor on the Employer's premises.
- 10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Department of Labour as well as to the Employer.
- 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer's machinery/article/substance/plant/personal protective equipment without prior written approval.
- 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
- 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
- 14. Full participation by the Mandatary shall be given to the employees of the Employer if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993, I [Manager] a duly authorised representative acting for and on behalf of [Company] undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

Mandatary – WCA/Federated Employers Mutual No [Company Address]

Expiry date

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

[Publish Date]
DATE

SIGNATURE ON BEHALF OF THE EMPLOYER
AIRPORT COMPANY SOUTH AFRICA

[Publish Date]
DATE

POPIA ANNEXURE:**CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THIS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

FOR SERVICE PROVIDER

THIS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.
