

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: NEW RE-ALIGNED RUNWAY PROJECT AT CAPE TOWN INTERNATIONAL  
AIRPORT ENABLEMENT WORKS CTIA8322/2026/RFP**

**DESIGN & BUILD CONTRACTOR**

**NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Cape Town International Airport**

(Registration Number: 1993/004149/30)

and \_\_\_\_\_

(Registration Number: \_\_\_\_\_)

for **AN APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR  
THE ENABLEMENT WORKS ON THE NEW RE-ALIGNED  
RUNWAY PROJECT FOR A PERIOD OF 48 MONTHS AT CAPE  
TOWN INTERNATIONAL AIRPORT**

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## Part C1: Agreements and Contract Data

### C1.1: Form of Offer and Acceptance

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE ENABLEMENT WORKS ON THE NEW RE-ALIGNED RUNWAY PROJECT FOR A PERIOD OF 48 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT**

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

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....  
..... Rands;

(in figures) R.....

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

Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

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

.....  
Date

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Employer

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date

.....

## ACCEPTANCE

### Schedule of Deviations

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

#### **For the Employer**

#### **For the Bidder**

Signature (s)

.....

Name (s)

.....

Capacity

.....

**Name and  
Address**

**Airports Company South Africa  
SOC Limited**  
Cape Town International Airport  
Private Bag X9002, Cape Town, 7490

**Name &  
Signature of  
witness**

*(Insert name and address of  
organisation)*

*(Insert name and address of organisation)*

**Date**

## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

#### Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

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

| Clause | Statement                                                                              | Data                                                                                                                                                                                                                                                                                                                                         |
|--------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | General                                                                                |                                                                                                                                                                                                                                                                                                                                              |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |                                                                                                                                                                                                                                                                                                                                              |
|        | Main Option                                                                            | <b>A: Priced contract with Activity Schedule</b>                                                                                                                                                                                                                                                                                             |
|        | Dispute resolution Option                                                              | <b>W1: Dispute resolution procedure</b>                                                                                                                                                                                                                                                                                                      |
|        | Secondary Options<br>(incorporating amendments)                                        | <b>X7: Delay damages</b><br><b>X13: Performance bond</b><br><b>X15: Limitation of the Contractor's liability for his design to reasonable skill and care</b><br><b>X16: Retention</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b><br>of the NEC3 Engineering and Construction Contract, April 2013 |

|          |                                                             |                                                                                                                          |
|----------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Employer</i> is (Name)                               | Airports Company South Africa SOC Limited,<br>Cape Town International Airport                                            |
|          | Address                                                     | Airports Company South Africa SOC Limited<br><br>Cape Town International Airport<br>Private Bag X9002, Cape Town<br>7490 |
|          | Telephone                                                   | +27 21 937 1200                                                                                                          |
|          | Fax                                                         | +27 21 935 3737                                                                                                          |
| 10.1     | The <i>Project Manager</i> is                               | Thami Mncube                                                                                                             |
|          | Address                                                     | O.R. Tambo International Airport<br>Western Precinct ACSA Offices<br>1627                                                |
|          | Mobile                                                      | +27 61 653 9462                                                                                                          |
|          | E-mail address                                              | Thami.Mncube@airports.co.za                                                                                              |
| 10.1     | The <i>Supervisor</i> is                                    | TBC                                                                                                                      |
|          | Address                                                     | TBC                                                                                                                      |
|          | Telephone                                                   | TBC                                                                                                                      |
|          | E-mail address                                              | TBC                                                                                                                      |
| 11.2(13) | The <i>works</i> are                                        | Part C3: Description of the Works section of this contract                                                               |
| 11.2(14) | the following matters will be included in the Risk Register | All early warning matters notified by the <i>Project Manager</i> or the <i>Contractor</i>                                |
| 11.2(15) | The <i>boundaries of the site</i> are                       | Cape Town International Airport                                                                                          |
| 11.2(16) | The Site Information is in                                  | Part C4: Site Information                                                                                                |
| 11.2(19) | The Works Information is in                                 | Part C3: Scope of Work section of this contract                                                                          |
| 12.2     | The <i>law of the contract</i> is                           | the law of the Republic of South Africa                                                                                  |
| 13.1     | The <i>language of this contract</i> is                     | English                                                                                                                  |
| 13.3     | The <i>period of reply</i> is                               | Seven (7) days                                                                                                           |
| 13.6     | The <i>period of retention</i> is                           | 5 years following Completion or earlier termination of a contract                                                        |
| <b>2</b> | <b>The Parties' main responsibilities</b>                   |                                                                                                                          |

|      |                                                                                                 |                                                                            |                                                                        |
|------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------|
| 20.1 | The <i>Employer</i> provides access to the following persons, places and things                 |                                                                            |                                                                        |
|      |                                                                                                 | <b>Access to</b>                                                           | <b>Access date</b>                                                     |
|      | 1                                                                                               | All available As-built Information & existing services                     | Upon starting date.                                                    |
|      | 2                                                                                               | Relevant Engineering, Operational and Maintenance Personnel of ACSA        | Upon starting date.                                                    |
| 3    | Time                                                                                            |                                                                            |                                                                        |
| 30.1 | The <i>starting date</i> is                                                                     | Upon signing of contract by ACSA                                           |                                                                        |
| 30.2 | The <i>completion date</i> is                                                                   | 48 months upon contract signing by ACSA                                    |                                                                        |
| 31.1 | The <i>Contractor</i> submits a first (preliminary) programme with the tender by                | the tender closing date                                                    |                                                                        |
| 32.2 | The <i>Contractor</i> submits revised programmes at intervals no longer than                    | Four (4) weeks                                                             |                                                                        |
| 4    | Testing and Defects                                                                             |                                                                            |                                                                        |
| 40.2 | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date. |                                                                            |                                                                        |
| 41.2 | The <i>defects date</i> is                                                                      | 52 weeks after Completion of the whole of the <i>works</i>                 |                                                                        |
| 43.2 | The <i>defects correction period</i> is                                                         | Two (2) weeks                                                              |                                                                        |
| 5    | Payment                                                                                         |                                                                            |                                                                        |
| 50.1 | The <i>assessment interval</i> is                                                               | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month |                                                                        |
| 51.1 | The period within which payment is made is                                                      | Four to six (4-6) weeks after the receipt of the tax invoice               |                                                                        |
| 51.2 | The <i>currency of this contract</i> is the                                                     | South African Rand                                                         |                                                                        |
| 51.4 | The <i>interest rate</i> is                                                                     | The prime lending rate of the Nedbank Bank as determined from time to time |                                                                        |
| 6    | Compensation events                                                                             |                                                                            | Applicable as per Section 6 of the NEC3 ECC (April 2013)               |
| 7    | Title                                                                                           |                                                                            | No data required for this section of the <i>conditions of contract</i> |
| 8    | Risk and Insurance                                                                              |                                                                            |                                                                        |



|            |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 84.1       | <p>The <i>Contractor</i> provides the insurance stated in</p> <p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:</p> | <p>The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued.</p> <p>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993</p> |
| <b>9</b>   | <b>Termination</b>                                                                                                                                                                                                                                                                                          | Applicable as per Section 9 of the NEC3 ECC (April 2013)                                                                                                                                                                                                                                                                                                                                                         |
| <b>10</b>  | <b>Data for Main Option Clauses</b>                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>A</b>   | <b>Priced contract with activity schedule</b>                                                                                                                                                                                                                                                               | Refer to Part 2: Pricing Data section of this contract                                                                                                                                                                                                                                                                                                                                                           |
| <b>11</b>  | <b>Data for Dispute Resolution Option W1</b>                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                  |
| W1.1       | The <i>Adjudicator</i> is                                                                                                                                                                                                                                                                                   | The person appointed jointly by the parties from the list of adjudicators contained below                                                                                                                                                                                                                                                                                                                        |
| W1.2       | The <i>Adjudicator nominating body</i> is                                                                                                                                                                                                                                                                   | The current Chairman of Johannesburg Advocate's Bar Council or his successor or his nominee.                                                                                                                                                                                                                                                                                                                     |
| W1.4       | The <i>tribunal</i> is                                                                                                                                                                                                                                                                                      | Arbitration                                                                                                                                                                                                                                                                                                                                                                                                      |
| W1.4       | If the <i>tribunal</i> is arbitration, the arbitration procedure is                                                                                                                                                                                                                                         | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)                                                                                                                                                                                                                               |
| W1.4       | The place where arbitration is to be held is                                                                                                                                                                                                                                                                | Johannesburg, South Africa.                                                                                                                                                                                                                                                                                                                                                                                      |
| W1.4       | The person or organisation who will choose an arbitrator                                                                                                                                                                                                                                                    | The Chairman of the Johannesburg Advocates Bar Council.                                                                                                                                                                                                                                                                                                                                                          |
| <b>12</b>  | <b>Data for Secondary Option Clauses</b>                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>X7</b>  | <b>Delay Damages</b>                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                  |
| X7.1       | Delay damages of the <i>works</i> are                                                                                                                                                                                                                                                                       | Amount per week is 1% up to a maximum of 10% of the Contract value                                                                                                                                                                                                                                                                                                                                               |
| <b>X13</b> | <b>Performance Bond</b>                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                  |

|            |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X13.1      | The amount of the <i>performance bond</i> is                                                                                                                                 | 10% of the contract value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>X15</b> | <b>Limitation of the Contractor's liability for his design to reasonable skill and care</b>                                                                                  | Applicable as per Secondary Clause X15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>X16</b> | <b>Retention</b>                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| X16.1      | The <i>retention free amount</i> is                                                                                                                                          | R0.00 (Zero Rand)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | The <i>retention percentage</i> is                                                                                                                                           | 5% of the Prices, 2.5% will be released at Completion of the works and the remaining 2.5% will be released after the Defects Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>X18</b> | <b>Limitation of Liability</b>                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to                                                                    | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to                            | Total of the losses incurred and/or repairs to the damages caused                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| X18.3      | The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to                   | Total of the losses incurred and/or repairs to the damages caused                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | <p>The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters is limited to the total of the incurred losses and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the <i>Employer's</i> property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the <i>Contractor's</i> risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul> |

X18.5      The *end of liability* date is                      The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969

|             |                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Z</b>    | <b>The Additional conditions of contract are</b>                                                                                                                                                                                                                                                                                                                                                                      | <b>Z1 – Z20</b> |
|             | <b>Amendments to the Core Clauses</b>                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| <b>Z1</b>   | <b>Interpretation of the law</b>                                                                                                                                                                                                                                                                                                                                                                                      |                 |
| <b>Z1.1</b> | <b>Add to core clause 12.3:</b><br>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.                                       |                 |
| <b>Z2</b>   | <b>Providing the Works</b>                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| <b>Z2.1</b> | <b>Delete core clause 20.1 and replace with the following:</b><br>The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose                                                                                                                                                                |                 |
| <b>Z3</b>   | <b>Other responsibilities:</b>                                                                                                                                                                                                                                                                                                                                                                                        |                 |
| <b>Z3.1</b> | <b>Add the following at the end of core clause 27:</b><br>The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date                                                                                                                                                    |                 |
| <b>Z3.2</b> | The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs. |                 |
| <b>Z4</b>   | <b>Extending the defects date:</b>                                                                                                                                                                                                                                                                                                                                                                                    |                 |
| <b>Z4.1</b> | <b>Add the following as a new core clause 46:</b><br>If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>                                                                        |                 |
| <b>Z4.2</b> | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced                                                                                                              |                 |
| <b>Z4.3</b> | The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data                                                                                                                  |                 |
| <b>Z5</b>   | <b>Termination</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                 |

- Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

#### **Amendment to the Secondary Option Clauses**

#### **Z6 Performance Bond**

**Z6.1 Amend the first sentence of clause X13.1 to read as follows:**

The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data.

**Z6.2 Add the following new clause as Option X13.2:**

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

#### **Z7 Limitation of liability:**

**Z7.1 Insert the following new clause as Option X18.6:**

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

- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

#### **Additional Z Clauses**

#### **Z8 Cession, delegation and assignment**

- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

#### **Z9 Joint and several liability**

- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

**Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

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**Z10 Ethics**

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**Z10.1 The *Contractor* undertakes:**

**Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

**Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

**Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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**Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

**Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

**Z11.3** This undertaking shall not apply to –

**Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

**Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

**Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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**Z12** ***Employer's Step-in rights***

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

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**Z13** ***Liens and Encumbrances***

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- Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

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**Z14** ***Intellectual Property***

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- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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**Z16 Dispute resolution:**

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**Z16.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

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**Z16.2 Appointment of the Arbitrator**

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

#### Panel of Arbitrators

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

#### **Z17 Notification of a compensation event**

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

#### **Z19 Communication**

- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:  
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

#### **Z20 Delegation**

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

- Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

#### **Z21 Lead Design**

The Contractor is required to employ a Lead design with proof of qualifications.



## Part C1: Agreements and Contract Data

### Part C1.2b Contract Data

#### Part two – Data provided by the *Contractor*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering and Construction Contract which requires it.

| Clause | Statement                                                                              | Data                                              |
|--------|----------------------------------------------------------------------------------------|---------------------------------------------------|
| 10.1   | The <i>Contractor</i> is (Name):<br><br>Address:<br><br>Tel No.:<br>Fax No.:<br>Email: |                                                   |
| 11.2   | The <i>working areas</i> are:                                                          | Only the Site Area. See Part C4: Site Information |
| 24.1   | The <i>Contractor's key person</i> are:                                                | <b>CV's to be appended to Tender Schedule</b>     |

| 1. Professional Project Construction Manager (Pr CPM)                     |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

| 2. Lead Construction Manager (Pr CM)                                      |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

| 3. Lead Civil Engineer (Pr Eng/Tech Civil)                                |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

| 4. Lead Electrical Engineer (Pr Eng/Tech Elec)                            |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

| 5. Quantity Surveyor                                                      |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

| 6. Construction Health and Safety Officer/Manager                         |           |  |
|---------------------------------------------------------------------------|-----------|--|
| Name:                                                                     |           |  |
| Responsibilities:                                                         |           |  |
| Registration:                                                             |           |  |
| Experience: <i>*define the Project, Project value and completion date</i> | Project 1 |  |
|                                                                           | Project 2 |  |
|                                                                           | Project 3 |  |
|                                                                           | Project 4 |  |

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11.2(3) The *completion date* for the whole of the *works* is: 48 months upon contract signing by ACSA

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## Part C1: Agreements and Contract Data

### Part C1.3 Form of Guarantee

#### PRO FORMA FOR PERFORMANCE BOND

|          |                                                                                 |                                                                                                                                                                                |
|----------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(14) | The following matters (if any) will be included in the Risk Register            | <ul style="list-style-type: none"><li>• Availability of As-Built Information</li><li>• Access to Site</li><li>• Progress vs Programme</li><li>• Cash Flow Management</li></ul> |
| X16.1    | The <i>retention free amount</i> is:                                            | R0.00 (Zero Rand)                                                                                                                                                              |
| 25.2     | The <i>Employer</i> provides access to the following persons, places and things |                                                                                                                                                                                |
|          |                                                                                 | <b>access to</b>                                                                                                                                                               |
| 1        | All available As-built Information & existing services                          | <b>access date</b>                                                                                                                                                             |
| 2        | Relevant Engineering, Operational and Maintenance Personnel of ACSA             | Upon contract signing by ACSA)                                                                                                                                                 |

## PERFORMANCE BOND

### [TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....

..... (whom the contract defines as the Contractor).

We, the undersigned ..... and..... in our capacities as Guarantor's..... of ..... (**Registration Number: ....**) (hereinafter called "the Bank") have been informed that ..... hereinafter called the 'Principal') is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we .....(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of .....(the "Guaranteed Amount") upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank's liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank's obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20....

For:

**Registration Number:**

\_\_\_\_\_  
**Name & Position**

As witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

|                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Organisation:</b><br><br><b>AIRPORTS COMPANY SOUTH AFRICA<br/>CAPE TOWN INTERNATIONAL AIRPORT</b>                                  |
| <b>Physical Address:</b><br><b>Airport Company South Africa<br/>Cape Town International Airport<br/>Private Bag X9002, Cape Town<br/>7490</b> |

**Hereinafter referred to as “Client”**

|                              |
|------------------------------|
| <b>Name of organisation:</b> |
| <b>Physical Address:</b>     |

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

As per scope of work in part C3.

## 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 principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatory undertakes to comply with:

### INSURANCE

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

## COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

## **FURTHER UNDERTAKING**

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



## ACCEPTANCE BY MANDATORY

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

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

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

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATORY**

(Warrant his authority to sign)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.5: ACSA INSURANCE CLAUSES**

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**

- 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 200 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 25,000 square 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 **R50,000,000** 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 **R20,000,000** 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 **R500,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

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

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

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

Professional Duties do not include:

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

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

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

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

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

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

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

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

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

**Section 1 Of The Policy – Contract Works**

In respect of all loss or damage :

- a) arising out of storm (which term shall include rain, wind, tempest or flood) subsidence, collapse, earth-quake or earth-tremor - **R250,000** each and every occurrence.
- b) arising from any other cause not listed in (a1) above - **R150,000** each and every occurrence.

**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**

**R100,000** 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**

In respect of each and every occurrence – **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:

Willis South Africa (Pty) Limited :

Thabo Mofolo  
Tel: +27 (0)11 535 5400  
M: +27 (0)83 445 6916  
[Thabo.mofolo@wtwco.com](mailto:Thabo.mofolo@wtwco.com)

Charmaine Moreira  
D: +27 (0)11 082 8618  
M: +27 (0)79 330 5409  
[Charmain.moreira@wtwco.com](mailto:Charmain.moreira@wtwco.com)

Biko Meletse  
D: +27 (0)11 082 8744  
M: +27 (0)79 886 7920  
Biko.meletse@wtwco.com

- 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, Removal Of Support Liability, Aviation 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).

**CONTRACTORS CLAIMS ADVICE FORM - For New Re-aligned Runway Project at Cape Town International Airport Enablement Works**

Send to : Willis South Africa (Pty) Limited

E-Mail The Following People :

[Thabo.mofolo@wtwco.com](mailto:Thabo.mofolo@wtwco.com)

[Charmain.moreira@wtwco.com](mailto:Charmain.moreira@wtwco.com)

[Biko.meletse@wtwco.com](mailto:Biko.meletse@wtwco.com)

[paul.jacobs@wtwco.com](mailto:paul.jacobs@wtwco.com)

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

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

Represented by :

.....

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

**RE: ACSA : New Re-aligned Runway Project at Cape Town International Airport Enablement Works :**  
**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\_\_\_\_\_

## Part C2: Pricing Data

### C2.1 PRICING INSTRUCTIONS

- 2.1.1 **Working Hours for this project:** Work as in included in the Scope of Works can and should be done during the day. Should the need to work night works be triggered prior approval must be obtained from airside operations.
- 2.1.2 The Pricing/Activity Schedules form part of and must be read in conjunction with the entire bid document.
- 2.1.3 Prices must be quoted in South African Currency (Rands).
- 2.1.4 Prices must include for all costs (material, labour, transport etc).
- 2.1.5 Bidders must price in accordance with the pricing schedules in the contract document to enable ACSA to compare priced offers.
- 2.1.6 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.1.7 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.1.8 Bidder's offers that contain correctional fluid will be disqualified.
- 2.1.9 Corrections must be countersigned.
- 2.1.10 All Provisional Sums, Estimated Quantities and Contingency will be reimbursed against proven costs upon approval by ACSA representative. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount.
- 2.1.11 Permit costs:
- Permit costs will need to be paid up front by the successful bidder, and ACSA will reimburse against proof of payment.
  - No mark-up to be levied on Permit costs.
  - All employees will be checked for criminal records.
  - Cost for lost permits and new employees will not be reimbursed by ACSA.
  - Foreign Nationals will need to provide a valid working permit.
- 2.1.12 No cost/mark-up to be levied on items provided by ACSA (e.g. Electricity etc.)
- 2.1.13 3rd Party Procured Items/Services:
- VAT shall not form part of mark-up calculations.
  - All Discounts to be deducted prior to mark-up
  - Price to include delivery to site
- 2.1.14 The Bid offer must be inclusive of VAT.
- 2.1.15 The VAT portion must be indicated separately

## Pricing Assumptions: Option A

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

Clause 11 in NEC Engineering and Construction Contract, (ECC3) Option A states:

|                                     |      |                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11   |                                                                                                                                                                                                                                                                                                                                                    |
|                                     | 11.2 | (20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with the contract.                                                                                                                                                                                                                                   |
|                                     |      | (27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"><li>• each group of completed activities and</li><li>• each completed activity which is not in a group.</li></ul> A completed activity is one which is without Defects which would either delay or be covered by immediately following work. |
|                                     |      | (30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.                                                                                                                                                                                                 |

This confirms that Option A is a lump sum form of contract where the work is broken down into activities each of which is priced by the tendering *Contractor* as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the work is not completed by assessment date.

### 2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

### 3. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering *Contractor* will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

### 4. Preparing the *activity schedule*

Generally, it is the tendering *Contractor* who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his activity schedule and be priced accordingly. The Employer has attached an Indicative activity schedule. The Tenderer must price using the activities

It is assumed that in preparing the *activity schedule* the *Contractor*:

4.1. Understands the function of the *Activity Schedule* and how work is priced and paid for;

- 4.2. Is aware of the need to link the *Activity Schedule* to activities shown on his programme;
- 4.3. Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 4.4. Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- 4.5. Understands there is no adjustment to the lump sum *Activity Schedule* price if the amount, or quantity of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

## **5. Provision for CIDB B.U.I.L.D. Program**

Tendered rate should be for full compensation for all costs to be incurred for complying to the requirements and specifications of the CIDB B.U.I.L.D. programme. In this project, only the standard for Developing Skills through Infrastructure Contracts will be applicable, wherein the Contractor will be provided with a minimum contract skills development goal (0.25% of the construction value for CE works) that the Contractor should meet by the end of the contract. This amount will be allocated for skills development to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- 5.1. A part or full occupational qualification registered on the national qualification framework,
- 5.2. A trade qualification leading to a listed trade,
- 5.3. A national diploma registered on the National Qualification Framework and /or,
- 5.4. Registration in a professional category by one of the professional bodies.

Payment will be made monthly subject to proof of full compliance to the requirements and specifications that needs to be provided in a monthly progress report.

## C2.2 Pricing Schedule

### 1. Pricing Schedule

| Item | Activity Description                                   | Sum |
|------|--------------------------------------------------------|-----|
| 1    | Design, Surveys and Site Investigations                |     |
| 2    | Health, Safety, Environmental and Statutory Compliance |     |
| 3    | Site Preparation for Main Works Contractor             |     |
| 4    | Temporary Infrastructure and Services                  |     |
| 5    | Security Fence Construction                            |     |
| 6    | Utility Identification, Protection and Relocations     |     |
| 7    | Testing, Commissioning and Handover Documentation      |     |
| 8    | CIDB Built Program                                     |     |
| 9    | Total Cost of Works                                    |     |
| 10   | 15% Contingencies over the cost of works               |     |
| 11   | Total Ex VAT                                           |     |
| 12   | VAT at 15%                                             |     |
| 13   | <b>Total Cost Carried to Form of Offer</b>             |     |

## **Part C3: SCOPE OF WORK**

### **1. Background and/or Purpose of this Bid**

Since its inception 30 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's Nine (9) principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely, Chief Dawid Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the OR Tambo International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.

#### **1.1. Purpose of this Bid**

The Employer intends to undertake enabling works for the New Re-aligned Runway Project at Cape Town International Airport. The works are required to prepare the site for mobilisation and commencement of the future Main Works Contract. The scope includes contractor camp preparation, temporary construction fence, bulk services, access roads and hardstands, identification and relocation of affected utilities, site investigations, surveys, data gathering, and the implementation of health, safety and environmental controls. The main objective is to provide a serviced, accessible and sufficiently investigated construction site, while reducing interface risks and cost uncertainty prior to commencement of the main runway construction works. The works shall be undertaken in accordance with applicable legislation, airport operational requirements and environmental requirements.



## **2. Scope of Work**

### **2.1. Summary of Scope of Work**

The Contractor shall be responsible for the design and construction of the enabling works required to prepare and protect the site for mobilisation of the future Main Works Contractor. The works will include preparation of the contractor camp, provision of bulk services, construction of access routes and hardstands, and temporary construction fence and associated temporary infrastructure.

The scope will also include the identification, verification, protection and, where required, relocation or diversion of existing utilities affected by the proposed works. The Contractor shall undertake the necessary utility detection, trial holes, site investigations, geotechnical or pavement investigations, surveys and data gathering to establish existing site conditions and reduce the risk of unforeseen conditions and costs during the Main Works.

The project will ensure that the site is sufficiently protected, prepared, serviced, accessible and investigated to support the effective mobilisation and commencement of the New Re-aligned Runway Main Works. All works shall comply with applicable health and safety legislation, airport operational requirements and environmental control requirements.

The information and investigation outputs generated under this contract will support design validation, quantities development, cost estimating and risk management for the Main Works Contract. The Main Works Contract for construction of the re-aligned runway does not form part of this scope.

### **2.2. Scope of Services for the developer and professional team:**

#### **2.2.1. Design and build contractor deliverables**

The Contractor shall be responsible for the design, construction, testing, commissioning and handover of the enabling works to ACSA.

The construction and enabling works shall include, but not be limited to, the following:

- 2.2.1.1. Design and engineering services required for the enabling works,
- 2.2.1.2. Site establishment and preparation of the main contractor camp,
- 2.2.1.3. Clearing, grubbing, levelling and preparation of platform for the construction Campsite – see figure one below, 10 Hectare Site including fence and access control.
- 2.2.1.4. Construction of Temporary gravel Route to Camp site 2km and Gravel Route 7km along the fence for purposes of inspections.
- 2.2.1.5. Construction of a Security fence 2,5m high and 7 km long Concrete Palisade fence along the Winnie Mandela fence line to prevent further Invasion,
- 2.2.1.6. Provision and connection of Water, Electricity and Sewer,
- 2.2.1.7. Identification, locating, exposing, surveying and recording of existing underground and above-ground services,
- 2.2.1.8. Protection, diversion, relocation or termination of affected utilities where required,
- 2.2.1.9. Utility detection and trial holes where necessary,
- 2.2.1.10. Geotechnical, pavement and other site investigations required to support the works.
- 2.2.1.11. Provision for Surveys including Land, Topographical and Obstacle limit survey
- 2.2.1.12. Implementation of environmental, health and safety controls in line with the EMPr attached to this document,

- 2.2.1.13. Obtaining the necessary permits, approvals and access authorisations required for the works.
- 2.2.1.14. Testing and commissioning of completed services and infrastructure.
- 2.2.1.15. Rectification of defects identified during inspections, testing and commissioning.
- 2.2.1.16. Provision of as-built drawings, survey information, test results, certificates, operation and maintenance information and other required handover documentation.
- 2.2.1.17. Contractor to provide their own tactical sourcing team for the duration of construction.

*Figure 1: Location of Proposed Site to be Cleared in Preparation for the main contractor*



This is an approximate location of the site which is subject to change following a design and build process.

*Figure 2: Probable Location of proposed temporary fence*



The Contractor shall coordinate all works with ACSA, relevant utility owners, airport stakeholders and other affected parties. The Contractor shall ensure that the works are planned and executed in a manner that minimises disruption to airport operations and maintains the required safety and security standards. The completed works shall provide a sufficiently prepared, serviced, accessible and investigated site to enable effective mobilisation and commencement of the future New Re-aligned Runway Main Works Contract.



## 2.2.2.Key staff deliverables

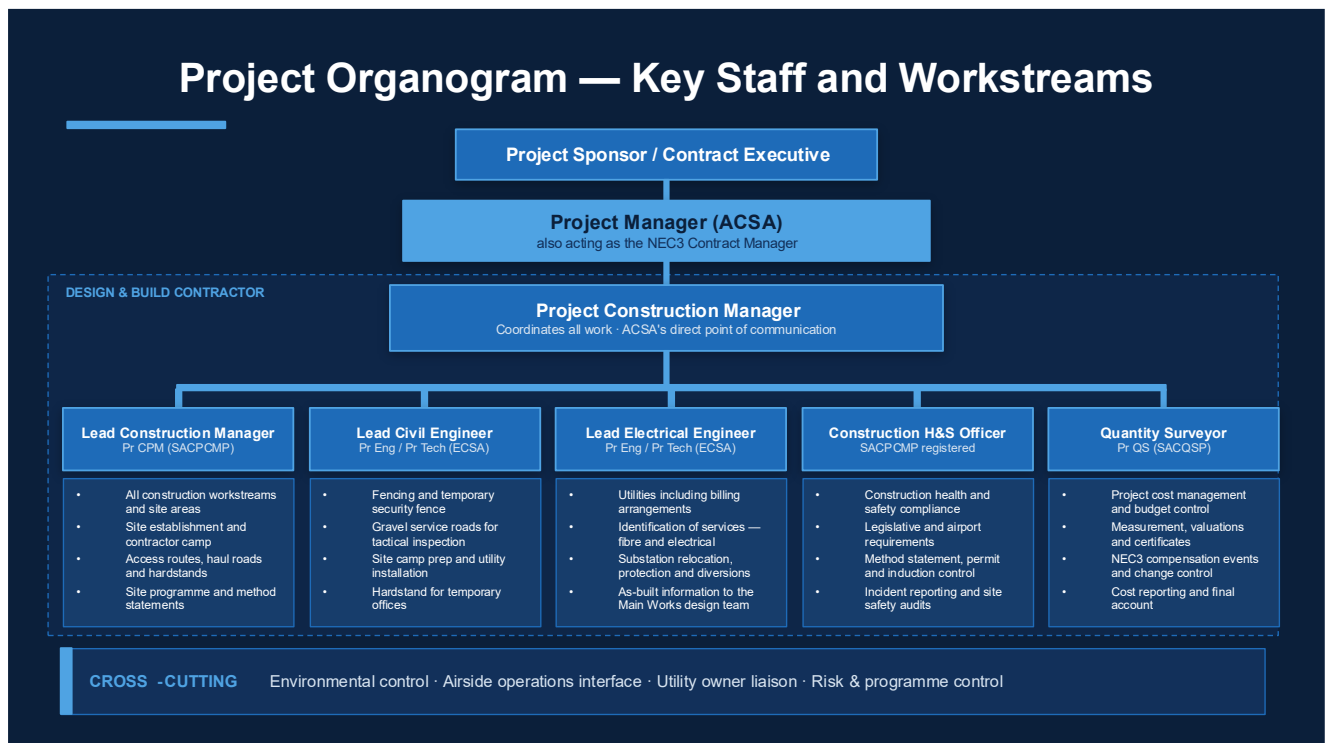


Figure 3 – Client Resourcing Organogram

Figure 3 above indicates the required key project resources required by the client and who will engage the client as and when it is required. CVs for all key personnel shall be submitted with the Contract Data upon appointment. The Contractor shall provide suitably qualified and experienced personnel necessary to undertake the design, management, construction and supervision of the works.

### 2.2.2.1. Construction Project Manager

**Primary Role:** Overall management and coordination of the Design & Build Contractor's delivery obligations.

#### Responsibilities

- (i) Single point of contact between the Contractor and ACSA.
- (ii) Overall responsibility for planning, design integration, procurement, construction and commissioning activities.
- (iii) Coordination of all discipline leads and subcontractors.
- (iv) Management of programme, cost, quality, risk and contract compliance.
- (v) Management of compensation events, early warnings and NEC communications.
- (vi) Interface management with airport operations, stakeholders and utility owners.
- (vii) Reporting of project progress, risks and key performance indicators.
- (viii) Ensuring compliance with Works Information and statutory requirements.

#### 2.2.2.2. Lead Construction Manager

**Primary Role:** Delivery of all physical construction works on site.

**Responsibilities**

- (i) Management of all construction workstreams and site resources.
- (ii) Establishment and maintenance of site accommodation and facilities.
- (iii) Site access control and logistics management.
- (iv) Management of haul roads, laydown areas and temporary works.
- (v) Coordination of subcontractors and suppliers.
- (vi) Quality control of construction activities.
- (vii) Implementation of construction method statements.
- (viii) Daily supervision and progress monitoring.

#### 2.2.2.3. Lead Civil Engineer

**Primary Role:** Design coordination and construction management of all civil engineering works.

**Responsibilities**

- (i) Detailed design coordination of civil infrastructure.
- (ii) Temporary and permanent fencing works.
- (iii) Gravel service roads and access roads.
- (iv) Site establishment platforms.
- (v) Hardstands and laydown areas.
- (vi) Earthworks and stormwater infrastructure.
- (vii) Utility trenching and associated civil works.
- (viii) Review and approval of civil construction methodologies.
- (ix) Verification of as-built civil infrastructure.

#### 2.2.2.4. Lead Electrical Engineer

**Primary Role:** Delivery and integration of all electrical and utility-related works.

**Responsibilities**

- (i) Identification and verification of existing utility services.
- (ii) Coordination with utility owners and authorities.
- (iii) Electrical distribution infrastructure.
- (iv) Utility relocations and diversions.
- (v) Metering and billing arrangements.
- (vi) Fibre optic and communications infrastructure.
- (vii) Protection systems and network integration.
- (viii) Electrical testing and commissioning.
- (ix) Preparation and verification of as-built information.

2.2.2.5. Quantity Surveyor

**Primary Role:** Commercial and contractual management of the project.

**Responsibilities**

- (i) Cost planning and budget control.
- (ii) Valuation of completed works.
- (iii) Administration of payment applications.
- (iv) Measurement and verification of work completed.
- (v) NEC compensation event pricing and assessment.
- (vi) Maintenance of cost forecasts and cashflow.
- (vii) Procurement and subcontract administration.
- (viii) Commercial risk management.
- (ix) Preparation and agreement of final accounts.

2.2.2.6. Construction Health & Safety Officer (SACPCMP Registered)

**Primary Role:**

Develop, implement, monitor and enforce all construction health and safety requirements to ensure compliance with legislation, employer requirements, airport regulations and project-specific safety standards

The key resources listed above shall perform their respective scope of services within the limits of their professional registration and area of competence. All key personnel shall possess relevant project experience and hold the appropriate registration with their respective Built Environment Professional Council for the duration of the contract

### 3. General Work Matters

**3.1. General work operations include:**

- 3.1.1. Negotiate with and appoint selected subcontractors, independent laboratory and others as instructed.
- 3.1.2. Compile and submit for approval detailed site safety plan and construction method statement.
- 3.1.3. Radio license where applicable.
- 3.1.4. All site staff attend safety training course and obtain ACSA permits.
- 3.1.5. Establishment on site of the camp and construction equipment on the airside, including airside permit requirements.
- 3.1.6. Structured and detailed interaction with various role players at the airport to ensure timeous completion of the works for each shift. These role players include the staff of the Airport Management (AM) and the Air Traffic Control (ATC). Management of the project planning and operational procedures for working airside.

3.1.7.Cleaning of the construction area after each work shift to the satisfaction of the Engineers and AM staff.

3.1.8.Compliance with OHSA.

### **3.2. Existing Underground Services**

3.2.1.The Contractor shall acquaint himself with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

3.2.2.The Contractor shall be held responsible for any damage to existing services caused by or arising out of his operations and any damage shall be made good at his own expense.

3.2.3.The Contractor shall liaise with the Engineer timeously before any connections are made.

### **3.3. Changes to Scope of Work**

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

### **3.4. Location of the Works**

The site of the Works is situated at Cape Town International Airport. The site is under the jurisdiction of the Airports Company South Africa (ACSA). See figure 1 and 2 above.

### **3.5. Temporary Works**

The Contractor must obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works will include the following:

3.5.1.Signage and markings for the surface movement of aircraft and vehicle

3.5.2.Electrical connections to maintain circuits for the safe operation of elements.

3.5.3.Placing and removal of barricades.

3.5.4.All facilities within the Contractor's construction camp. The site is to be negotiated with ACSA and shall be fenced off using 2,0 m high diamond mesh fencing material. The design shall comply with the specifications where, provided in these documents and all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.

3.5.5.Temporary backfilling of excavations (at the end of each work shift) within the safety zone next to the taxiways. The backfilling must comply with ICAO requirements.

## 4. ENGINEERING

### 4.1. Design Services and Activity Matrix

The responsibilities for design and related documentation are as follows:

| DESCRIPTION                                                                               | RESPONSIBILITY |
|-------------------------------------------------------------------------------------------|----------------|
| Detailed design and related construction drawings                                         | Contractor     |
| Design temporary works                                                                    | Contractor     |
| As-built drawings:<br>Provision of data and marked up drawings<br>Preparation of drawings | Contractor     |

### 4.2. Employer's Design

No Employer's designs are specified.

### 4.3. Contractor's Designs Brief

No Contractor's designs brief is specified.

### 4.4. Drawings

The Contractor shall provide all the drawings required to complete the works.

### 4.5. Design Procedures

No design procedures are specified.

### 4.6. Construction in Confined Areas

Working space for some of the work to be carried out under this contract is restricted. The construction method used in these confined areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered, while working in confined areas.

## 5. PROCUREMENT

### 5.1. Preferential Procurement Procedures

The Works shall be executed in accordance with the Tender requirements and submitted by the Contractor in his Returnable Schedules.



## **5.2. Subcontracting**

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

5.2.1. The programme of works

5.2.2. The contract requirements and

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

## **6. CONSTRUCTION**

### **6.1. Works Specifications**

The design, the manufacture of equipment and the complete installation shall be carried out and tested in accordance with the latest issue or amendments of the following regulations, as applicable:

6.1.1. ICAO – International Standards and Practices: Aerodromes – Annex 14 to the Convention on International Civil Aviation (fourth edition – July 2004 and subsequent amendments) and related standards.

6.1.2. ACSA – Operational Airfield Regulations (July 1998 as amended)

6.1.3. The Occupational Health and Safety Act of 1993

6.1.4. The Local Fire Regulations

6.1.5. The National Building Regulations

6.1.6. In co-operation and conjunction with ACSA's Civil Engineering Department at ORTIA.

The Contractor shall issue all notices and pay all the required fees in respect of the installation to the authorities, and shall exempt the employer, principal Contractor and Engineer from all losses, claims, costs or expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of these regulations.

It shall be assumed that the Contractor is conversant with the above-mentioned requirements. Should any requirements, by-laws or regulation, which contradicts the requirements of this document, apply or become applicable during erection of the installation, such requirements, by-law or regulation shall overrule this document and the Contractor shall immediately inform the Engineer of such a contradiction. Under no circumstances shall the Contractor carry out any variations to the installation in terms of such contradictions without the written permission to do so from the Engineer.

### **6.2. Plant and Material**

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the official mark of the SANS (SANS). Written proof shall be obtained for any materials not bearing the official mark of the SANS.

### **6.3. Construction Equipment**

Where applicable, minimum requirements for equipment are specified in the Standard and Project specifications.

The Contractor shall indicate in his Construction Method Statement how he will manage an emergency where a plant item breaks down during an operation being undertaken on the airside within the 50 m restriction zone, to ensure timeous opening of the taxiway (i.e. all limited occupation period works, especially runway tie-in areas between stop-bar and runway shoulders).

### **6.4. Site Establishment**

#### **6.4.1. Services and Facilities Provided by the Employer**

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

The Contractor must at all time limit his personnel, plant, equipment and materials to the Contractor's site or the working areas as approved by the Engineer. No personnel shall be accommodated on airport property. Only guards approved by the Employer and on duty may be on site at all times. The contractor shall use the Super South or North Gate, depending on where work currently active, for access purposes to the airside except as required hereafter.

Stockpile/spoil areas are to be located close to the construction camp, shall be adequately demarcated and fenced off if necessary or so instructed by the Engineer.

All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced as well as height restrictions and any required obstacle markers.

#### **6.4.2. Facilities Provided by the Contractor**

The Contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall make arrangements at his own cost for telephone and facsimile facilities, with cellular phones being acceptable.

Airside permits must be obtained by the Contractor from ACSA in accordance with the requirements of the Contract documents prior to commencing any work.

#### **6.4.3. Storage and Laboratory Facilities**

The Contractor shall make a storage room available for use by the Engineer's staff. A commercial laboratory shall undertake material testing for the Engineer.

#### **6.4.4. Other Facilities and Services**

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

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

#### **6.4.5. Vehicle and Equipment**

The requirements (e.g. permits, etc.) for vehicles and drivers operating on the airside at O.R. Tambo International Airport are specified in the Airside Manual.

#### **6.4.6. Advertising Rights**

Only one sign board each, for the Contractor and his subcontractors, may be erected at the entrance to the construction camp.

#### **6.4.7. Notice Boards**

A construction notice board complying to the SAICE specifications must be provided and erected at a position to be agreed with the Engineer. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

#### **6.5. Site Usage**

Restrictions on the site usage are stated in the Airside Manual.

#### **6.6. Alterations, Additions, Extensions and Modifications to Existing Works**

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

#### **6.7. Water for Construction Purposes**

The Contractor must make all arrangements for the transport, storage and distribution of water required for construction purposes and his own use.

#### **6.8. Survey Control and Setting Out of the Works**

The Contractor shall be responsible for the setting out of the works. The setting out of the reticulation system and supply line shall originate from the existing stand boundary beacons, which have been established by the owner. The Contractor shall ensure that all these beacons are located before work commences, and shall bring to the Engineer's attention any beacons, which are missing. At the end of the work, before payment of the final certificate, the Engineer will check all the beacons, and those missing will be replaced by the Employer at the Contractor's cost. It is suggested that to obviate damage to beacons, they be clearly marked with stakes by the Contractor before the commencement of any clearing.

The Contractor shall peg out the routes of all services within two weeks after being appointed and confirm it with the Engineer before any work commences.

## **7. MANAGEMENT**

### **7.1. Management of Works**

#### **7.1.1. Planning and Programming**

The Contractor's programme must be based on the Working Times defined in paragraph 1.3.1 above. The Contractor's attention is drawn to the limited occupation (night-time) periods applicable to this project.

#### **7.1.2. Time**

Time is of the essence and all construction work must be completed on the schedules/stipulated times. Sufficient manpower shall be made available to cope with the construction schedule dates.

Any cost item which the prospective tenderer regards necessary for the proper functioning or completion of an item or element, shall be added to the tender rates as there must be no uncertainty that the tender rates and total tender price is all inclusive.

Prospective tenderers shall make sufficient allowance for site management and administrative staff. The project scope is not final and fixed and it is anticipated that comprehensive site communication (via site instructions/queries, etc) will transpire during the execution of this contract.

Site co-ordination meetings will be held and the Contractor's site manager shall attend these meetings and promptly implement the requirements put forward.

Prospective tenderers shall allow in their tender rates for all aspects which could lead to non-continuity of work, disruption or any other event which is regarded normal to fast track type of construction projects.

#### **7.1.3. Quality Plans and Control**

It will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures during manufacture as well as on site.

The level of quality of materials and workmanship is clearly set out in the documents. In general, all materials shall comply with the relevant SABS or equivalent standard specifications. In the absence of a suitable specification, the materials may be those available from suppliers provided they are approved by the Engineer. Likewise, all systems of working and workmanship shall comply with the relevant SABS or equivalent codes of practice or otherwise be approved by the Engineer.

The Contractor will be expected to comply with this section of the specification in great detail throughout the contract and the Engineer will carry out ad hoc audits of the system from time to time.

Tenderers should take note of the special requirements and the cost implications to be included, when making up their tender.

#### **7.1.4. Flexibility of Construction Activities**

All construction activities are under the direct control of the project manager who will liaise with the Engineer and as such he has the right to instruct the Contractor to deviate/adjust/direct/modify the Contractor's schedule and/or activities within the limits of the time for completion specified for this contract to serve the best interests of the project. The Contractor shall be flexible and able to adapt to changing circumstances.

#### **7.1.5. Execution of contract simultaneous with others**

Prospective tenderers are advised that other Contractors will install equipment all under other contracts during the construction period of this contract and reasonable access must be afforded to such Contractor(s) at all times. All tender rates shall be deemed to fully allow for this provision.

#### **7.1.6. Arrangements with the supply authority**

The costs of all arrangements with the Supply Authority with regard to inspections, tests and requirements to comply with regulations, and the actual costs of inspections, tests, provision of labour, test equipment, etc shall be for the Contractor's own account.

For this installation the Airports Company South Africa shall make permanent power available to the Contractor from the existing power and lighting complex and no connection fees shall be required.

#### **7.1.7. Installation work**

It shall remain the Contractor's responsibility to carry out the work in accordance with this document, to provide the logistics and infrastructure required for the works, to provide adequate full-time supervision at the works, to programme and manage the works, to ensure compliance with Codes, Standards and Regulations, to provide registered and qualified site staff at all times and in accordance with the Laws and Regulations.

The Engineer's representative will inspect the installation from time to time during the progress of work. Discrepancies will be pointed out to the Contractor and these shall be remedied at the Contractor's expense. Under no circumstances will these inspections relieve the Contractor of his obligations in terms of the document nor will these inspections be regarded as final approval of the works or portions thereof.

Where the Engineer has appointed a full-time representative at the works, this representative shall not be regarded as relief of the Contractor's obligations in terms of the documents.

The Engineer's inspection shall only be carried out after the Contractor has carried out his own preliminary inspection to ensure that the works are completed and comply with the documents.

The Engineer's inspection shall therefore not be regarded as supervision, fault listing, quality assurance or site management. Inspection and testing procedures are fully detailed in the specifications.

#### **7.1.8. Co-ordination**

The drawings and schedules are of a schematic nature and unless specific dimensions to the equipment are shown, the Contractor shall co-ordinate the installation of equipment and fittings with the other Contractors and trades on site before installation. Should agreement not be reached or if the equipment or fittings cannot be installed in the obvious locations to conform to the design, the Engineer's ruling shall be obtained beforehand.

#### **7.1.9. Workshop designs and drawings**

The Contractor shall submit to the Engineer detailed or workshop drawings of all items to be manufacture, assembled or installed for approval prior to the commencement of the manufacture or construction of such works.

The tenderer shall submit with his tender comprehensive details of standards and criteria, which will be used in the detailed designs, preparation of workshop drawings, manufacture and testing of equipment.

#### **7.1.10. Design responsibilities**

The design responsibility of the installation, general layout, arrangement and the functionality of the systems rest with the Contractor with regard to interpretation of the employers requirements. The detailed installation design responsibility, also, rest with the Contractor with regard to the design for installation and manufacturing and the compliance to specifications and requirements, which are stipulated in the contract documents and on the drawings.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

#### **7.1.11. Quality of Materials**

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

All materials proposed by the Contractor shall be tested. The test, as well as the materials, shall be approved by the Engineer prior to such materials being built into the works and all costs involved shall be deemed to be included in the quoted rates.

#### **7.1.12. Safety and Security**

The Contractor shall appoint a responsible person and assistant and their names shall be forwarded to the Engineer before any work may commence on site. The responsible person shall legally be responsible that safety measures are exercised on site by his workforce. No work may be executed on site if neither of these two persons is on site.

The Contractor will be responsible for the safety of his personnel on site at all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment.

Where work is to be carried out on or in the proximity of live electrical equipment the Contractor shall make all the necessary arrangements with the relevant Supply Authority to isolate and earth such equipment. These arrangements shall be in writing and copies thereof shall be submitted to the Engineer. The Contractor shall also adhere to any requirements or procedures the Local Supply Authority may have in this regard. None of these arrangements shall, however, alleviate the Contractor's responsibilities in terms of this contract or any Laws and Regulations.

#### **7.1.13. Protection of Other Services and Structures**

The Contractor shall take all the necessary precautions to protect existing services, finishes and structures during the execution of the contract. All repairs and damages shall be the responsibility of the Contractor and the cost thereof shall be borne by the Contractor.

The Contractor shall exercise extreme care when excavations are made to avoid damage to existing or newly installed services. Any damages to other services will be rectified forthwith and the costs for the rectification will be recovered from the Contractor.

#### **7.1.14. Finishing and Tidying**

In view of the intense concentration of construction activities likely to be experienced during the construction period, progressive and systematic finishing and tidying will form an essential part of this contract. At no time may spoil rubble, materials, equipment of unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others and in the event of this occurring, the employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area (3) concerned without prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not simply be left to the end of the contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the close co-operation with other Contractors.

#### **7.1.15. Variations to Contract Price**

All costs for variations to the contract shall be done in accordance with the rates that shall be completed by the Electrical Contractor in the pricing section of this document.

Any items or variations for which rates have not been included in the Schedules shall be priced as non-scheduled items.

All instructions, directions or explanations to the electrical Contractor shall be given in writing by the principal Contractor. The Contractor shall not accept oral instructions from any party whatsoever.

#### **7.1.16. Maintenance and Guarantee**

The equipment and installation included in the contract shall be guaranteed and maintained for a period of twelve months from the date of acceptance by the Engineer in all respects for continuous service. The tender price shall include the above.

For the full duration of the maintenance period, the Contractor shall be responsible for the complete installation with respect to the necessary replacement and adjustments to the equipment to ensure the proper working thereof.

#### **7.1.17. Blasting**

No blasting is allowed at the airport.

#### **7.1.18. Protection of Area**

The Contractor shall confine his operations to as small an area as may be practical for the purpose of constructing the works.

Only those trees directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped.

On completion of operations the ground surface where it may have been disrupted by the Contractor shall be restored to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and where necessary planting grass and shrubs as may be required. Any boundary fences, which have been removed or damaged, shall be repaired and/or reinstated at the Contractor's expense.

The natural vegetation must not be disturbed other than in areas where it is essential for the execution for the work or where directed by the Engineer.

#### **7.1.19. Disposal of Waste Material**

All waste material as result of the works including the demolished trees, brush, rubbish, fences and all other objectionable material will be removed and disposed of at a legal site found by the Contractor and approved by the Engineer.

#### **7.1.20. Format of Communications**

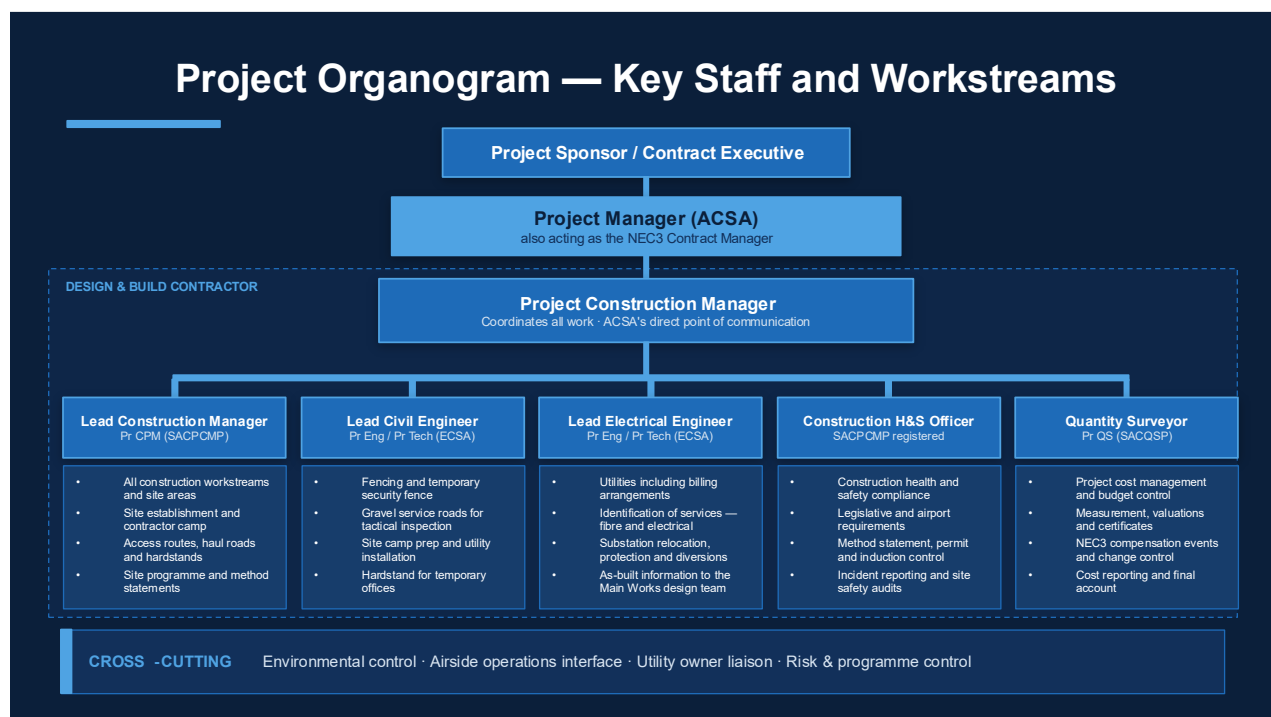
All instructions or requests need to be confirmed in writing through:

- (i) Site instructions

- (ii) Requests for inspections

### 7.1.21. Key Personnel

The Contractor and Engineer must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Engineer, Employer and Contractor. The following is the key staff organogram for the project that is required by the client.



### 7.1.22. Management Meetings

The following formal meetings will be held at the office of the Engineer's Representative between the Representatives of the Employer, Engineer and the Contractor:

- (i) Daily kick-off meeting
- (ii) Weekly progress and technical meeting
- (iii) Monthly site meeting

The Representatives must have the necessary delegated authority (site agent level on weekly meeting and Contracts Director level on monthly meetings) in respect of aspects such as planning, change management and health and safety.

### 7.1.23. Daily records

The Contractor must keep daily records of resources (people and equipment employed) and site diaries in respect of work performed on the site. A copy of the previous day's daily record must be provided to the Engineer on a daily basis.



#### **7.1.24. Payment Certificates**

The Engineer's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer shall require three (3) sets of A4-sized paper copies in total.

#### **7.1.25. Permits**

All requirements in connection with the application for and usage of permits are as stated in the contract documentation.

#### **7.1.26. Insurance Provided by the Employer**

For information on the Employer Insurance, refer to ACSA Insurance Clauses in Part C1.9 of the contract.

### **7.2. Health and Safety**

Health and Safety requirements and procedures are presented in Annex B, Part C5.

#### **7.2.1. Barricades and lighting**

Requirements for the provision and usage of barricades and lighting are stated in the contract documentation.

#### **7.2.2. Traffic Control**

Safety requirements and procedures where the Contractor has occupation of taxiways, runways or roads are stated in contract documentation.

## Part C4: Site Information

### Key site data

The airside is a restricted area with stringent access control measures put in place. The Contractor is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.

Cape Town International Airport is situated approximately 20 km east of the Cape Town city centre in Matroosfontein, within the Cape Town metropolitan area, Western Cape, South Africa. The airport is strategically located near major transport routes and serves as the primary gateway to the city and the surrounding region. It is located approximately 140 km south-west of Worcester and approximately 65 km north-west of Hermanus.

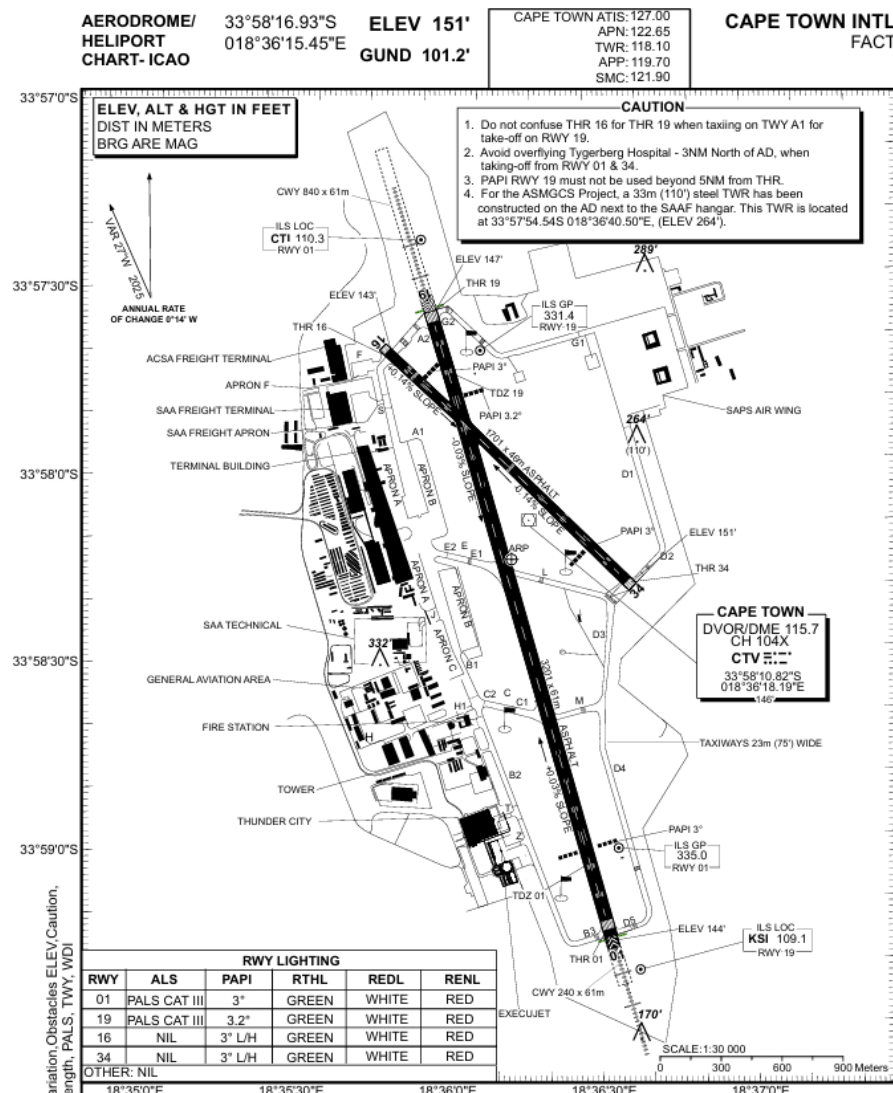


Figure 1: Cape Town International Airport Aeronautical Chart

## 1. Access

- 1.1. The Contractor shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- 1.2. Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- 1.3. The Consultant shall obtain the “gate permit” from the Project Manager before material and equipment are brought and removed from the airside.
- 1.4. The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

## 2. Permits

- 2.1. The Consultant shall familiarize himself with ACSA's safety and security requirements relating to permits to prevent any unnecessary work delay.
- 2.2. This shall include the permit application process.
- 2.3. The Consultant shall have no claim against ACSA in the event that a permit request is refused.
- 2.4. The following table is not all inclusive, but is provided for illustration purposes:

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

- 2.5. Proof of having attended the Airside Induction Training course is required for all personal permit applications. This is for all personnel involved with or responsible for the implementation of various aspects of the national civil aviation security programme and those authorized to have unescorted access to airside areas receive initial and recurrent security awareness training.
- 2.6. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses where applicable.
- 2.7. No work shall be done without a written permission in the form of a permit/works order.
- 2.8. Proof of having attended the General Aviation Security Awareness Training course is required for all personal permit applications.

### **3. Cell phones and two-way radios**

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

### **4. Hidden and other services within site**

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

## **PART C5: ANNEXURES**

### **Annex A: Occupational Health and Safety Specifications**

#### **OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR ACSA**

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

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

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

This construction OHS specification includes the responsibilities and requirements for all Constructors/Service Providers providing a service on a construction Site including the Site establishment areas. The practical application and implementation of these requirements shall be discussed and negotiated by the Client, Principal Contractor and or Contractors. The agreed requirements shall form part of the Project specific OHS plan. This construction OHS specification does not indemnify the Service Provider from any legal liabilities / responsibilities that are applicable to the Project. This construction sector OHS specification will not take precedence over any act or legislation national or otherwise. This construction OHS specification will take precedence over any Project procedures regarding OHS management on Site, unless the opposing procedure is a higher standard and has been accepted by the Client. Therefore, the more stringent procedure/specification will apply.

The approved and legally binding Project Environmental Management Plan (EMP) will take precedence over any Project or Site procedures regarding environmental management on Site. The approved and legally binding Project Health Philosophy will take precedence over any Project or Site procedures regarding health matters on Site.

#### **1. Scope and Description of the project**

Please refer to scope of work in C3.

## 2. Definitions

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

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Client                         | Any person for whom construction work is being performed. (In terms of this specification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Construction Manager           | Contractor Project representative appointed as the resident construction manager by the Project manager shall be responsible for the management of the construction Site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Construction sector OHS        | means a Site, activity or Project specific document of all health and safety requirements pertaining to the associated works on a specific construction Site, so as to ensure the health and safety of persons;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Construction OHS Specification | The document that prescribes the requirements for work to be conducted by a Service Provider in the Construction sectors. This specification must supplement the Generic ACSA OHS Specification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Construction Supervisor        | Competent person appointed in writing, who is responsible for the supervision of construction work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Contractor                     | Any person or company who tenders to perform construction work, any provider of services, goods or people to ACSA Sites, directly or indirectly, and includes: Contractors, sub-Contractors, subcontractors, hired Labour agency, suppliers, event Contractors, consultants and Principal Contractors as traditionally defined. In terms of this specification, Contractor also means Service Provider and vice versa.                                                                                                                                                                                                                                                                                                  |
| Principal Contractor           | Means an employer appointed by the client to perform construction work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Construction work              | Construction Work (Part a) – any work in connection with erection; maintenance; alteration; renovation; repair; demolition; or dismantling of or addition to a building or any similar structure or installation. Construction Work (Part b) - installation; erection; dismantling or maintenance of a fixed plant where such work includes the risk of a person falling. Construction Work (Part c) - construction; maintenance; demolition; or dismantling of: any bridge dam, canal, road, railway, runway, sewer, or water reticulation system or any similar civil engineering structure. Construction Work (Part d) - moving of earth, clearing of land, making an excavation, piling or any similar type of work |
| Competent person               | means a person who, <ul style="list-style-type: none"> <li>a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and</li> </ul>                                                                                                                                                                                 |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | b) is familiar with the Act and with the applicable regulations made under the Act;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Designer                  | Means <ul style="list-style-type: none"> <li>a) competent person who <ul style="list-style-type: none"> <li>i) prepares a design;</li> <li>ii) checks and approves a design; or</li> <li>iii) arranges for any person at work under his or her control to prepare a design</li> <li>iv) including an employee of that person where he/she is the employer or</li> <li>v) designs temporary work, including its components,</li> </ul> </li> <li>b) an architect or engineer contributing to, or having overall responsibility for a design;</li> <li>c) a building services engineer designing details for fixed plant;</li> <li>d) a surveyor specifying articles or drawing up specifications;</li> <li>e) A Contractor carrying out design work as part of a design and building project; or</li> <li>f) an interior designer, shop-fitter or landscape architect;</li> </ul> |
| Fall prevention equipment | means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Fall arrest equipment     | means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Hazard                    | means a source of or exposure to danger                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Hazard identification     | means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Risk assessment           | means the process contemplated in paragraph 10 of the specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Excavation work           | means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Ergonomics                | means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| OHS File                  | A file containing the service offering OHS Plan as contemplated by the relevant regulation and/or Client requirements, including the documentation necessary to provide proof of compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| OHS Plan                  | A documented plan that addresses the practices, methodologies, actions, tools, equipment and behaviors to safely execute services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

### **3. NOTIFICATION OF CONSTRUCTION (Construction Regulation 4)**

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

- a) include excavation work;
- b) include working at a height where there is risk of falling;
- c) include the demolition of a structure; or
- d) Include the use of explosives to perform construction work.

A copy of the notification of construction work form and proof sent to the Department of Labour shall be forwarded to the ACSA Safety Compliance Department. The contractor must ensure that the ACSA Project Manager has signed on behalf of ACSA before forwarding the Notification of construction work to the Department of Labour.

### **4. DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR (Construction Regulation 7)**

The Principal Contractor must:

- a) Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—
  - i) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ii) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - iii) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - iv) Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;



- v) Appoint each contractor in writing for the part of the project on the construction site;
  - vi) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
  - vii) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;
  - viii) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;
  - ix) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
  - x) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;
- d) Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
- e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
- g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

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

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

The Contractor must prior to performing any construction work:

- a) Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;
- c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

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

## **5. Management and supervision of construction work** (*Construction regulation 8*)

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

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

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

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

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

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

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

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

## **6. REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER**

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

## **7. MANDATARY AGREEMENT**

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

## **8. ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & APPLICABLE REGULATIONS**

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

- a) Person assigned duties in terms of the 16.2 appointees of the Act
- b) Construction Manager CR8(1)
- c) Assistant Construction Manager CR8(2) - where applicable
- d) Full-time or part-time Construction Safety Officer CR8(5)
- e) Construction Supervisor CR8(7))
- f) Assistant Construction Supervisor CR8(8) - where applicable
- g) Risk Assessor CR9(1)
- h) Fall Protection Developer/Planner CR10(1) - where applicable
- i) Temporary Works Designer CR11(1) - where applicable
- j) Temporary Works Supervisor CR11(2) - where applicable
- k) Excavation Supervisor CR13(1)(a) - where applicable
- l) Demolition Work Supervisor and Controller CR14(1) - where applicable
- m) Scaffolding Supervisor CR16(1) - where applicable
- n) Scaffolding Team leader CR16(1) - where applicable
- o) Scaffolding Inspector CR16(1) - where applicable
- p) Scaffolding Erector CR16(1) - where applicable
- q) Suspended Platforms Supervisor CR17(1) - where applicable
- r) Rope Access Supervisor CR18(1)(a) - where applicable
- s) Rope Access Fall Protection Plan Developed (R18(2)(b) - where applicable
- t) Material Hoist Inspector CR19(8)(a) - where applicable
- u) Bulk Mixing Plant Supervisor CR20(1) - where applicable
- v) Explosive Actuated Fastening Device Operator CR21(2)(b) - where applicable

- w) Explosive Actuated Fastening Device Controller CR21(2)(g)(i) - where applicable
- x) Construction Vehicles and Mobile Plant Operator CR23(1)(d)(i) - where applicable
- y) Temporary Electrical Installations Controller CR24(c) - where applicable
- z) Portable Electrical Equipment Supervisor CR24(d) - where applicable
- aa) Fire Equipment Inspector CR29(h) - where applicable
- bb) First Aider GSR3(4) - where applicable
- cc) Stacking Supervisor (CR28(a)) (GSR2(a))
- dd) Competent Person in Confined Space Entry GSR5(1) - where applicable
- ee) Gas Cutting/Welding Supervisor (GSR9(a)) - where applicable
- ff) Ladder Supervisor and Inspector (GSR13(a)) - where applicable
- gg) Lifting Machine Inspector (DMR18(7)) - where applicable
- hh) Lifting Tackle Inspector (DMR18(10) (e)) - where applicable
- ii) Lifting Machine Supervisor (DMR18(11)) - where applicable
- jj) Supervisor of Machinery (GMR1) - where applicable
- kk) Safety Representatives (OHS Act Sec.17) - where applicable
- ll) Hazardous Chemical Substances Controller/Coordinator HCSR10 - where applicable (mm)
- mm) Incident Investigator (GAR9(2) (nn) Blasting Supervisor (Supervision of Explosives Workplace ER12) - where applicable

## 9. Health and safety documentation

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

### **Principal Contractor's Health & Safety Policy**

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

### **Health and Safety Organogram**

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

Please refer to Appendix A for Full Spec.

## Annex B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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