AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service Contract

AIRPORTS COMPANY SOUTH AFRICA
KING SHAKA INTERNATIONAL AIRPORT

TENDER NO.:

TERM SERVICE CONTRACT FOR REPLACEMENT AND REFURBISHMENT OF VERTICAL CIRCULATION AT KING SHAKA INTERNATIONAL AIRPORT FOR PERIOD OF 36 MONTHS.

CONTRACT **VOLUME 2**

AIRPORTS COMPANY SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: REPLACEMENT AND REFURBISHMENT OF VERTICAL CIRCULATION AT KING SHAKA INTERNATIONAL AIRPORT FOR PERIOD OF 36 MONTHS.

PROJECT NUMBER: DIA:6224

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at King Shaka International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **REPLACEMENT AND REFURBISHMENT OF VERTICAL CIRCULATION AT KING SHAKA INTERNATIONAL AIRPORT FOR PERIOD OF 36 MONTHS.**

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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Vertical Circulation Replacement and Refurbishment at King Shaka International Airport for a period of thirty-six (36) months**.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R…… (in figures)

……

…… (in words);

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer Airports Company South Africa,
King Shaka International Airport
King Shaka Drive, La Mercy
4407

.....

Name & signature of witness ..... Date .....

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Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .
4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .

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

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

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

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Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	**A: Priced contract with Activity Schedule** **W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X2: Changes in the law** **X17: Low service damages** **X18: Limitation of liability** **X19: Task order** **Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013**
10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited, applicable at King Shaka International Airport
	Address	Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy 4407
10.1	The *Service Manager* is	TBC
	Address Telephone	Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy 4407 031 436 6000
11.2(2)	The *Affected Property* is	King Shaka International Airport
11.2(13)	The *service* is	Replacement and refurbishment of vertical circulation at King Shaka International Airport for period of 36 months.

11.2(14)	The following matters will be included in the Risk Register	• Access to Site • Delay in supply of Goods • Progress of the works against the program • Travelling public and ACSA stakeholders • Incompetency of the Contractor to close faults raised • Price fluctuations • Use of tools and attaining permits for hot works • Non-adherence to safety requirements • Risk of injury on duty
11.2(15)	The *service Information* is in	Part C3 'Scope of Works' section of this contract
11.2	The *Site Information* is in	Part C4 'Works Information' section of this contract
11.2	The *boundary of the site* is	King Shaka International Airport – Landside and Airside
12.2	The *law of the contract* is the law of	the Republic of South Africa
13.1	The *language of this contract* is	English
13.3	The *period of reply* is	7(seven) business days
2	*The Contractor's main responsibilities*	*Detailed in Part C3*
3	**Time**	
30.1	The *starting date* is	On signing of contract by ACSA.
30.2	The *Service Period* is	3 years from Starting Date
4	**Testing and Defects**	
42.2	The *defects date* is	12 (twelve) months after Completion of the whole of the *works*
43.1	The *defects correction period* is	2 (two) weeks
5	**Payment**	
50.1	The *assessment interval* is	one month
50.1	The *currency of this contract* is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks
8	**Risks and Insurance**	
83.1	The *Employer* provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.

83.2	The *Contractor* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	Applicable as per Section 9 of the NEC3 TSC3 (April 2013) Should the contractor not comply with the requirements of the Service Level Agreement in Core Clause 21, the employer is entitled to terminate the works. If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 4 weeks of the notification of the default by the Service Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may terminate the contract. In Line with clause 93.2, A4: the direst fee percentage shall be 5%.
	Data for Main Option clause	
A	Priced contract with Activity Schedule	as detailed in Part C2
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	2 weeks.
11	**Data for Option W1**	

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<table>
<tr><td>W1.1</td><td>The Adjudicator is</td><td>The person appointed jointly by the parties from the list of adjudicators contained below
<table>
<tr><th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr>
<tr><td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700
ghandi@badela.co.za</td></tr>
<tr><td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001
Errol.tate@mweb.co.za</td></tr>
<tr><td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800
salimebrahim@mweb.co.za</td></tr>
<tr><td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555
sebe@civilprojects.co.za</td></tr>
<tr><td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr>
<tr><td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281
reyneke@duma.nokwe.co.za</td></tr>
<tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027
emeka@gosiame.co.za</td></tr>
</table></td></tr>
<tr><td>W1.2(3)</td><td>The Adjudicator nominating body is</td><td>The current Chairman of Johannesburg Advocate’s Bar Council or his successor or nominee</td></tr>
<tr><td>W1.4(2)</td><td>The tribunal is</td><td>Arbitration</td></tr>
<tr><td>W1.4(5)</td><td>If the tribunal is arbitration, the arbitration procedure is</td><td>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</td></tr>
<tr><td>W1.4(5)</td><td>The place where arbitration is to be held is</td><td>Johannesburg, South Africa.</td></tr>
<tr><td>W1.4(5)</td><td>The person or organisation who will choose an arbitrator</td><td>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</td></tr>
<tr><td>12</td><td>Data for Secondary Option Clauses</td><td></td></tr>
<tr><td>X1.2</td><td>Price Adjustment Factor</td><td>X1.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated, and a correction included in the next assessment of the amount due.</td></tr>
</table>

X17	**Low Service Damages**	
	Low service damages of the *services* are	As per C3- Low services damages
X18	**Limitation of Liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	The total costs of incurred losses and or repairs to the damages caused
X18.3	The *Contractor's* total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total costs of incurred losses and or repairs to the damages caused
X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total costs of 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. The e excluded matters are amounts payable by the Contractor as stated in this contract for - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the *works*, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The *end of liability date* is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation)
X19	Task Order	

X19.1	**Identified and Defined terms**	(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time. (2) A Task Order is the Service Manager's instruction to carry out a Task. (3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work. (4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract
X19.2	**Providing the service**	X19.2 A Task Order includes: • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used,
X 19.3		The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events
X19.4	**Time**	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	**Task Order Programme**	The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.
Z	**The *Additional conditions of contract* are**	**Z1 – Z20**
	Amendments to the Core Clauses	
Z1	**Interpretation of the law**	
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	

Z2	**Disallowed Cost**
Z2.1	**Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")** ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)
Z2.2	**Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows**
Z2.2.1	"Disallowed Cost is cost which the Service Manager decides
Z2.2.1.1	is not justified by the *Contractor*'s accounts and records,
Z2.2.1.2	should not have been paid to a Subcontractor or supplier in accordance with his contract or
Z2.2.1.3	was incurred only because the *Contractor* did not
Z2.2.1.3.1	follow an acceptance or procurement procedure stated in the Service Information
Z2.2.1.3.2	comply with a procedure set out in his quality plan or
Z2.2.1.3.3	give an early warning which this contract required him to give; and the cost of
Z2.2.1.4	correcting Defects after Completion;
Z2.2.1.5	correcting Defects caused by the *Contractor* not complying with a constraint on how he is to Provide the Services stated in the Service Information;
Z2.2.1.6	correcting Defects caused by the *Contractor* not exercising reasonable skill, care and diligence in the design of Equipment;
Z2.2.1.7	correcting Defects caused by the *Contractor*'s failure to comply with a procedure set out in his quality plan;
Z2.2.1.8	correcting Defects which the *Contractor* has previously corrected;
Z2.2.1.9	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
Z2.2.1.10	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
Z2.2.1.11	preparation for and conduct of an adjudication or proceedings of the tribunal."
Z4	**Extending the defects date:**
Z4.1	**Providing the Service: Delete core clause 20.1 and replace with the following:**
	The *Contractor* provides the *Services* in accordance with the *Service Information* and warrants that the results of the *Services*, when complete, shall be fit for their intended purpose.
Z5	**Termination**
Z5.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business recue proceedings"**.**
	Amendment to the Secondary Option Clauses
Z7	**Limitation of liability:**

Z7.1	**Insert the following new clause as Option X18.6:** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	**Cession, delegation and assignment**
Z8.1	The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
Z8.2	The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
Z9	**Joint and several liabilities**
Z9.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
Z9.2	The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
Z9.3	The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
Z10	**Ethics**
Z10.1	The *Contractor* undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	**Confidentiality**

Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
Z11.2	If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
Z11.5	The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	***Employer*'s Step-in rights**
Z12.1	If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
Z12.2	The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.
Z13	**Liens and Encumbrances**
Z13.1	The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor,* vis-a-vis the *Employer,* waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer,* waive all liens they may have or become entitled to over such Equipment from time to time
Z14	**Intellectual Property**
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

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Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works.*	
Z14.3	The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works	
Z14.4	The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP	
Z14.5	The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:	
Z14.5.1	the *Contractor's* design, manufacture, construction or execution of the Works	
Z14.5.2	the use of the *Contractor's* Equipment, or	
Z14.5.3	the proper use of the Works.	
Z14.6	The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.	
Z16	**Dispute resolution:**	
Z16.1	**Appointment of the Adjudicator**	
	An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator,* the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013	Panel of Adjudicators

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

Z16.2	**Appointment of the Arbitrator**	

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<table>
<tr><td></td><td>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</td><td>Panel of Arbitrators
<table>
<tr><td>Name</td><td>Location</td><td>Contact details (phone & e mail)</td></tr>
<tr><td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700
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<tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027
emeka@gosiame.co.za</td></tr>
</table></td></tr>
<tr><td>Z17</td><td colspan="2">Notification of a compensation event</td></tr>
<tr><td>Z17.1</td><td colspan="2">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.</td></tr>
<tr><td>Z18</td><td>BBBEE Certificate</td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Z18.1</td><td colspan="2">The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.</td></tr>
<tr><td>Z19</td><td>Communication</td><td></td></tr>
<tr><td>Z19.1</td><td colspan="2">Add a new Core Clause 14.5 and 14.6 to read as follows:
The Service Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 10% or more</td></tr>
<tr><td>Z19.2</td><td colspan="2">The Service Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.</td></tr>
<tr><td>Z20</td><td colspan="2">Delegation</td></tr>
<tr><td></td><td colspan="2">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:</td></tr>
<tr><td>Z20.1</td><td colspan="2">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</td></tr>
<tr><td>Z21</td><td colspan="2">Health, safety and the environment</td></tr>
</table>

Z21.1	The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works* and shall complete the "S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure A.
Z21.2	Without limitation, the *Contractor*:
Z21.2.1	accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (**"the Construction Regulations"**) for the Site;
Z21.2.2	undertakes, in and about the execution of the *Services*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z21.3	The *Contractor*, in and about the execution of the *Services*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

AIRPORTS COMPANY SOUTH AFRICA

PART C1.2b CONTRACT DATA		
Part two – data provided by the *contractor*		
Clause	**Statement**	**Data**
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The *working areas* are	King Shaka International airport -Landside and Airside areas
24.1	The *Contractor's Key people* are:	**CV's to be appended to Tender Schedule**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Project Engineer**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Lift Inspector**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Site Supervisor**

	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Lift Mechanic**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Lift Mechanic**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Technical Assistant**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Technical Assistant**

AIRPORTS COMPANY
SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

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

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED** **King Shaka International Airports**
Physical Address: **Airport Company South Africa South Africa SOC Limited** **King Shaka International Airports,** **King Shaka Drive, La Mercy, 4407**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

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SOUTH AFRICA

1. Definitions

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

2.1 “Client” refers to the Company;

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

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

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

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

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

7.1 “SHE” means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
d) To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
f) Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

AIRPORTS COMPANY SOUTH AFRICA

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

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

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

4. SHE Risk Management

1.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document shall include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

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

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

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

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

7. SUPERVISION, DISCIPLINE AND REPORTING

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

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

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

8. COOPERATION

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

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

AIRPORTS COMPANY
SOUTH AFRICA

9. WORK PROCEDURES

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

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

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

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

10. HEALTH AND SAFETY MEETINGS

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

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

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

11. COMPENSATION REGISTRATION/INSURANCE

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

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

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

4.1 Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

12. MEDICAL EXAMINATIONS

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

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

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

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

13. INCIDENT REPORTING AND INVESTIGATION

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

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

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

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

AIRPORTS COMPANY
SOUTH AFRICA

14. SUBCONTRACTORS

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

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

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

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

Compliance with the Occupational Health & Safety Act 85 of 1993

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

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

29. FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. _____

4. _____

AIRPORTS COMPANY
SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

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

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

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

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

PART C2: PRICING

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

Amplification of or assumptions about measurement items

1. Option A is a priced contract where the Prices are derived from a list of items of service, which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Quantity of 1 is not the actual quantity of product/service required by this contract but intended to obtain rate for each item. Quantities will vary according to service requirements during this contract.
2. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
3. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
4. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered, and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
5. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
6. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
7. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
8. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
9. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
10. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
11. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
12. Variations in the scope and extent of the work shall be allowed to meet the Employer’s requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
13. All provisional sums and contingency amounts shall be expended as directed by the Employer and any balance remaining shall be deducted from the contract sum.
14. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No

work for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager.

15. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
16. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
17. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.
18. No admin fee shall be payable on sub-contractor remuneration.

DISBURSMENT SCHEDULE

(a) Only service-related costs listed below and presented to ACSA will be compensated by ACSA.

(b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the service(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA service representative for approval and agreement on the recoverable amount, prior to incurring such cost.

(c) All rates are exclusive of VAT

(d) Health and Safety Agent will appoint his/her personnel all cost should be included in the pricing.

(e) No mark-up on any disbursement cost will be paid.

(f) No payment for disbursement will be made for the following:
- Travelling and accommodation
- Tools and Equipment
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports, programme
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)
- Attending meetings

ADDITIONAL NOTES:

Permits:
Please note that before working at King Shaka International Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor’s) will be required to be in possession of an ACSA permit.

Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

The Contractor must ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

C2.2. The Activity Schedule

*This amount should be carried over to the form of offer Part C1.

1. The units of measurement in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows.
    a. No. – number
    b. SUM – lump sum
    c. Qty. – Quantity
    d. m – meters
    e. Prov.Sum – Provisional Sum

2. For the purpose of the Bill of Quantities the following words shall have the meaning hereby assigned to them:

Unit: the unit of measurement for each item of work as defined in the Standard Specification.

Quantity: the number of units of work for each item.

Rate: the agreed payment per unit of measurement.

Amount: The product of quantity and agreed rate for an item.

Sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any unit.

hr: Is 60 minutes spent by workers or equipment doing work, intended for the Employer (ACSA) or work requested by the Employer/Service Manager/His representative. Workers may be directly or indirectly employed by the Contractor. Equipment maybe directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.

Day: Is nine (9) hours spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.

Each: The whole work to be done under an item per specific intervals as may be requested by the Service Manager or his representative.

Item: An individual unit which includes several tasks to form one activity.

Visit: Visiting any areas at the airport as may be requested by the Service Manager or his representative, for the purpose of doing work as may be specified and agreed between the Contractor and The Service Manger or His representative.

Weekends: Refer to Saturday and Sunday.

Public Holidays: A Day generally established by South African government as a non-working day during the year.

Builders holiday/break: Builders holiday/break may start from the 2nd week of December of current year until the first week of January of the following year, as may be nationally published amongst South African construction industry. The dates shall be discussed and agreed with the Service Manager. The builders' holiday is usually not greater than 4 weeks.

3. The prices and rates in the activity schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overheads charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included for and included in the unit rates and sum amount tendered such items.
5. The quantities set out in the activity schedule are approximate and do not necessarily represent the actual amounts of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
6. Safety induction to be done every two (2) years.
7. Preliminaries and generals will be paid at proven cost.
8. Tools and Equipment: This item includes the use of, power tools, plant, material, equipment, forklifts, and vehicles/bakkies, etc. There will be no additional cost paid by ACSA to the Contractor for hiring of construction equipment, power tools, plant, labour and vehicles/bakkies. No equipment or tools will be issued by ACSA; it shall be supplied by the contractor.
9. Part 2: Includes decommissioning, removal of the decommissioned material to storage the area that will be identified by ACSA, supply of materials/ new lifts, installation, testing, commissioning by Lift Inspector, handover to client. It includes all resources that required to undertake the works. (Refer to scope of work for more information)
10. The payment process for all items mentioned on this BOQ shall be as per the NEC contract clause 50,51,52. However note payment shall be made 4 week/30 days after the invoice has been submitted to the Employer by the Contractor. The payment assessment date shall be on the 25th day of the month.
11. Note: All rates in the BOQ are VAT exclusive and to be read in conjunction with scope of work

AIRPORTS COMPANY SOUTH AFRICA

BILL OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT OF MEASURE	QTY	RATE PER UNIT	AMOUNT
1	**PART 1: PRELIMINARY AND GENERAL**				
1.1	Site Establishment and de-establishment	SUM	01		
1.2	Tools and Equipment	SUM	01		
1.3	Provision for Contractors Personal Protective Equipment (PPE), Compilation of the Health and Safety File,	SUM	01		
1.4	Access on site: Training and Permit, Safety Induction	SUM	01	R 60 000.00	R 60 000.00
1.5	Vehicle Access Requirements (Amber Strobe Light, Reflective Strip, decals)	SUM	01	R 10 000.00	R 10 000.00
1.6	Rigging Activities	SUM	01		
1.7	Supply documents for all equipment supplied including but not limited (Operating, Maintenance and Service Manual, Drawings, Specification, FAT, calibration certificates, Electrical CoC)	SUM	01		
1.8	Conduct studies, inspection and comprehensive condition assessment for 630kg lift.	No	01		
1.9	Conduct studies, inspection and comprehensive condition assessment for 1600kg lifts	No	19		
1.10	Conduct studies, inspection and assessment for 2000kg lifts	No	02		
1.11	Conduct studies, inspection and comprehensive condition assessment for 4000kg lifts	No	02		
1.12	Submission of a Comprehensive Condition Assessment report of each lift and a Consolidated Technical Assessment Report. The reports shall be provided in two (2) bound hard copies and electronic (soft) copies.	SUM	01		
1.13	Mobilisation Costs	SUM	01		
1.14	Hoarding & Barricades	SUM	01		
PART 1: PRELIMINARY AND GENERAL SUB-TOTAL (EXCLUDING VAT)					

ITEM NO	DESCRIPTION	UNIT OF MEASURE	QTY	RATE PER UNIT	AMOUNT
2.	**PART 02: REPLACEMENT WORKS**				
2.1	Replacement of 4000kg TMB lift 01 in accordance with scope of work, technical specification and applicable standards.	No	01		
2.2	Replacement of 4000kg TMB lift 02 in accordance with scope of work, technical specification and applicable standards.	No	01		
2.3	Replacement of 4000kg TMB lift 03 in accordance with scope of work, technical specification and applicable standards.	No	01		
2.4	Replacement of 4000kg TMB lift 04 in accordance with scope of work, technical specification and applicable standards.	No	01		
2.5	Replacement of 4000kg TMB lift 05 in accordance with scope of work, technical specification and applicable standards.	No	01		
2.6	Replacement and modification of 4000kg TMB lift 20 in accordance with the scope of work, technical specification and applicable standards.	No	01		
	PART 3: REPLACEMENT WORKS (EXCLUDING VAT)				

PART 03: PROVISIONAL AMOUNT FOR SPARES AND MARK UP

VALUE OF ITEM OR SERVICE	Mark Up Percentage *Y* (To be filled in by the Contractor)	Spares amount for budget purposes *Z* (Note: This is the spares provisional sum divided by 5 lines of the mark-up%	Total markup values to be budgeted- (To be filled in by Contractor) = (Z x Y) +Z
R0 - R 2000		R500 000	
R 2001 - R5000		R1 000 000	
R5001 - R10 000		R1 500 000	
R10 001 - R50 000		R2 500 000	
R50 001 - R100 000		R3 000 000	
R100 001 - R500 000		R5 000 000	
Over R500 000		R10 0000 000	

PRICING SUMMARY	AMOUNT
PART 01: PRELIMINARY AND GENERAL	R
PART 02: REPLACEMENT WORKS	R
PART 03: PROVISIONAL AMOUNT FOR SPARES AND MARK UP	R
A- TOTAL YEAR 01	**R**
B - YEAR 2 (YEAR 01+ 4.5% CPI)	**R**
C- YEAR 03 (YEAR 2 + 4.5% CPI)	**R**
TOTAL EXCL. VAT	**R**
VAT @ 15%	**R**
Total Incl. VAT **(This must be carried to the Form of Offer and Acceptance)**	**R**

Note: CPI is 4.5%

Replacement of Lifts Rates (Not to be included in the price, these are for information purpose)

NO	DESCRIPTION	UNIT OF MEASURE	QTY	RATE (EXCLUDING VAT)
1	Replacement of 1600kg TMB Lift 6	No	01	
2	Replacement of 1600kg TMB Lift 7	No	01	
3	Replacement of 1600kg TMB Lift 8	No	01	
4	Replacement of 1600kg TMB Lift 9	No	01	
5	Replacement of 1600kg TMB Lift 10	No	01	
6	Replacement of 1600kg TMB Lift 11	No	01	
7	Replacement of 1600kg TMB Lift 13	No	01	
8	Replacement of 1600kg TMB Lift 14.	No	01	
9	Replacement of 1600kg TMB Lift 16	No	01	
10	Replacement of 1600kg TMB Lift 17	No	01	
11	Replacement of 1600kg TMB Lift 18	No	01	

12	Replacement of 1600kg TMB Lift 19	No	01	
13	Refurbishment of 1600kg TMB Lift 21	No	01	
14	Refurbishment of 1600kg TMB Lift 22	No	01	
15	Refurbishment of 1600kg TMB Lift 23	No	01	
16	Refurbishment of 1600kgTMB Lift 24	No	01	
17	Replacement of 630kg Fire & Rescue	No	01	
18	Replacement of 2000kg MSP Lift 01	No	01	
19	Replacement of 2000kg MSP Lift 02	No	01	
20	Replacement of 4000kg MSP lift 03	No	01	
21	Replacement of 1600kg MS0 Lift 01	No	01	
22	Replacement of 1600kg MSP Lift 02	No	01	
23	Replacement of 4000kg TMB Lift 25	No	01	

NB: Price to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle

Ad-hoc Labour Rates (These costs are for Information purposes)

Bidders to provide following labour rates that will be applied to ad hoc works.

This is not to be included in the Pricing Schedules.

All rates to exclude vat. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include *travelling, accommodation, admin and fees on overheads, PPE, tools allowances,* all personnel insurance, holidays with pay and incentive bonuses.

DESCRIPTION	RATE PER HOUR
Lift Inspector	R
Mechanical Engineer	R
Lift Mechanic	R
Technical Assistant	R
Structural Engineer	R

SCOPE OF WORK

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	
C3.1	Description of Works	43
C3.2	Nature Of Works	43-49
C3.3	Contract Management	50 -63
C3.4	Technical Specifications	64-68

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective of this scope is to source a suitable service provider for replacement of goods lifts x 5, design and modification of trolley lifts to accommodate passengers x 1, refurbishment of the lifts x 23 at King Shaka International Airport (KSIA) over a three-years (36 Months) contract period including decommissioning and removal of the existing lifts. The new installations shall retrofit into existing structures. The purpose of the project is to ensure smooth vertical reticulation.

C3.1.2 BACKGROUND

King Shaka International Airport (KSIA) has passenger lifts, trolley lifts and goods lifts. These lifts serve as vertical circulation transportation for stakeholders, passengers, employees, equipment, trolleys and goods. It is important that the lifts are consistently operational and reliable for maintaining smooth airport operations and a high standard of service. The replacement, modifications and refurbishment need to be undertaken in the assets to improve vertical circulation.

The works shall be done in a live operation airport environment, which is operational from 4:00AM to 22h30 PM / after last flight. Tenderers should make provision at working at night where the works may interrupt airports operations. All work take place in the lifts must comply the latest standards, and regulations that are applicable during works.

C3.2: NATURE OF WORK:

A. Replacement Of 5 X 4000 Kg Service Lift

- Conduct risk assessments and provide method statement
- Supply tools, erect hoarding barricades. Hoarding/signage shall blend in with the aesthetic of the live airport environmental.
- Dismantle and removal of the existing service lifts (5) on the site to ACSA old equipment storage area (Approximately 3km radius where ACSA storage located).
- Supply, delivery and install new service lifts in accordance with the technical specification and applicable standards. This will include but not limited to all required mechanical, electrical and electronics works.
- The lifts shall have a strong floor which shall be properly supported to carry the specified load without deflection.
- The roof of the lift car shall incorporate an extract fan.
- Sound attenuating material shall be installed on the outside surface of the car.
- Integrate the service lifts control systems into BMS, ACSA IMC.
- Supply intercom and digital platforms.
- Department of Labour (DOL) notification regarding the project and obtain all relevant approval from Department of Labour for registration of the 6 service lifts.
- Supply and ensure working interface with the fire detection system
- Supply all legal documentation for service lifts.
- Supply and install power surge protection system for the installations.
- Inspection, testing and commissioning of the lifts-by-Lifts Inspector.

B. Refurbishment of 23 X Lifts

- Conduct condition assessment, risk assessment on the existing lifts including method statement.
- Supply tools, erect hoarding barricades.
- Removal of lift parts and transportation to ACSA: KSIA old equipment storage area (Approximately 3km radius where ACSA storage located).
- Replacement of lifts key components (control system, car operating panel (COP), car interior, doors and hoist rope/ belt, governor solenoid and sheeves) based on the assessment.
- Integrate the lifts control systems into BMS, ACSA IMC.
- Supply intercom and digital platforms.
- Department of Labour (DOL) notification and obtain all relevant approval from DOL for registration of the lifts.
- Supply and ensure working interface with the fire detection system
- Supply all legal documentation for lifts.
- Supply and install power surge protection system for the installations.
- Inspection, testing and commissioning of the lifts-by-Lifts Inspector.

C. Upgrade of TMB Lift 20 (4000kg)

Design and modification of the lift 20 which is used as the trolley lift to accommodate both trolleys and passengers with trolleys.

- The service provider is required to do assessment on the trolley lift.
- Detailed design for modification of the trolley lift to accommodate trolleys and passenger. Prepare relevant design report with recommended design option and parameters. This include undertake detail design process complete with regular design review meetings, HAZOP. Initiate quality control process (in line with ECSA and Department of Labour regulations) to ensure compliance to all design standards and client specific requirement issues such as maintenance inputs. Prepare detailed construction drawings. Submit detailed design report and drawings for Client approval. Workshop with the Professional Team or client representative.
- Department of labour notice for modification
- Modification of the trolley lift as per approved design to accommodate both passenger and trolleys
- Testing
- Commissioning (Annexure A & B inspection and certificates and Comprehensive report for Electric Lifts (SANS 1545-1)

D. Compulsory Test and Examinations

The Contractor shall test and examine all safety devices and governors, as required by the latest edition of the South African Notational Standard Safety Code for Elevators and Escalators and provide relevant annexure for installation of new assets.

The Contractor shall promptly correct any defects that may be found in the testing and examining of the lifts after installation.

E. Handover Documentation

The Contractor shall, unless otherwise specified, provide two (2) hard copies and 1x soft copies of approved software format of the operating & maintenance manual of the whole installation. The structure and contents of the operation and maintenance manual shall be specified in the Contract Preliminaries and approved. All commissioning and testing results, certificates and record, photographs as necessary, description of the lifts system and equipment detail, user operating instruction and safety procedures, “as build” drawings, electrical wiring diagrams, rope certificates and planned maintenance schedule shall be included in the final manuals.

Documentation to be provided that indicate the control system has been subjected to extensive testing by an approved authority to verify the design in terms of safe, redundancy, reliable and full compliance with the SANS-21 (Type Tested) and all national and local regulations and by-laws shall without exception be provided with the tender submission.

Presentation of the manual shall be as follows:

i. Index
ii. User Operating & maintenance manual Lift safety procedures, “as built” drawings
iii. Schematic Electrical Wiring diagram in accordance with Lift, Escalator and Passenger Conveyor Regulation: Inspection & Testing
iv. Planned maintenance schedule
v. Spares List
vi. Data sheets
vii. Annexure One (permission to install and use), commissioning and testing results – Annexure A, and Annexure B Compliance certificate in accordance with Lift, Escalator and Passenger Conveyor Regulation: Inspection & Testing
viii. Factory Acceptance Test
ix. Warranty and Guarantee’s

F. Removal of Existing Lifts and Component

The Contractor shall be responsible for all work to remove and dismantle all existing equipment including the old machine room equipment that must be completely removed. The chopping out and building in equipment as required shall form part of the Contractor’s scope of work.

The Contractor’s shall be responsibility to check and verify all on-site dimensions and on-site conditions prior to tender and/or placing the order for the equipment. The Contractor assumes full responsibility to ensure that the equipment offered and supplied is compatible with the existing shaft structure.

G. Protection of the Building

The contractor to ensure that the lifts are removed without damage to the existing finished on the building. The Contractor must take all the necessary precaution to ensure that the existing building finish including floor and walls are not damaged during the removal, bringing in materials and installation of the lifts. The Contractor shall repair any damaged caused during the removal and installation of the lifts.

H. Inspection of Existing Equipment

Tenderers shall inspect the site to verify and confirm all site information on existing equipment details, Shaft/pit dimensions. Tenderers shall make themselves thoroughly acquainted with the site conditions under which the work is to be carried out.

The nature of the site, means of access to and any restrictions on such access area for site establishment and on transport and storage of materials and equipment to and from the site, and generally, all circumstances, conditions under which the work under this subcontract has to be carried out, and all matters which may in any way influence the cost, conduct or execution of the work, before submitting their tenders as no extra arising out of their failure to do so will be entertained.

I. Barricades and Hoarding off the Work Area

The Contractor to provide enough barricades / hoarding together with the necessary safety notices and signs as per the requirements of the Occupational Health & Safety Act 85 of 1993 and Regulations. Hoarding/signage shall blend in with the aesthetic of the live airport environmental. Hoarding must be at least 2.5 m in height, fully enclosing all works from the public with lockable access.

Hoarding requirement for refurbishment, modification, and replacement of the lift at King Shaka International Airport. It is important to note that the application of hoarding specifications as detailed herein is the ACSA-KSIA Standard and must be issued to every (Hoarding) Contractor for implementation prior to execution of any hoarding work. It is the responsibility of the consultants and contractor to verify the latest revision with the ACSA-KSIA Project Manager. Failure to verify all requirements of all hoarding finishes internal and externally may result in the contractor having to incur additional costs for alterations.

The scope of hoarding work should always be part of programme construction work to commence on site for ACSA- KSIA. Contractors are informed that working on the airport environment will require them to execute hoarding work outside normal working hours.
It is envisaged that the manual will be informative enough to everyone involved but in certain areas the specification for internal and external hoarding may not be applicable, such exceptions will be addressed as they arise and must be referred to the Project Manager.

Hoarding Type: This type of internal hoarding will be applicable for this construction work before actual work takes to minimize noise, dust, and visual screening.

Hoarding Construction and Material
The board on the public side will be 16 mm chip board. The method of construction is like permanent type except that the hoarding is only on the public side and is melamine finish (Grey Cambrink).

Hoarding Construction and Material
The construction method will match that of the Permanent hoarding on the public side only and no finishes on the construction side. No insulation for this type of hoarding will be required.

J. Builders Works

The following builder's works in connection with this project for replacement, modification and refurbishment of the lifts be carried out by the Contractor: -

- Provision of necessary holes, chases, openings, and vents.
- Provision and fixing of steel joists and scaffoldings required for undertaking the work.
- Provision of concrete fill and/or grouting of and finishing off -of new equipment installed, etc.
- Provision of structural steelwork for lift machinery required for the installation.
- Provision of drain outlet and/or sump pump in the lifts pit, where necessary.

All additional openings, holes through the building structure, partition walls and all concrete bases, supports, ducts etc. required by the Contractor beyond those included in the Architectural or Structural Drawings will also be carried out by the Contractor, provided that the Contractor shall submit to the Project manager for approval, full details of such requirement, so that due consideration may be given before the Contractor commences work in the area concerned.

The Contractor shall be responsible for marking out the exact position and sizes of all such work or providing detailed information to the Contractor to carry out such work as his work proceeds. The Contractor shall check that the builder's works executed by the Building Contractor are carried out to the Contractor's requirements.

Existing Buildings: The Contractor shall obtain approval from employer or the Project Manager for all cutting / core drilling of existing floor slabs or structural supports or beams. Should the Contractor proceed with the cutting or core drilling of floor slabs or structural supports or beams without written approval, the Contractor shall be held liable for any consequence associated with the weakening of the slabs, beams or supports covered under this section.

After Market Equipment support:

Replacement equipment shall be readily available. The contractor shall be requested to guarantee that the equipment or components will be available in South Africa in the foreseeable future for at least 15 to 20 years.

All losses, costs or expenditures which may arise because of negligence to comply with any regulation applicable to this installation as specified above shall be for the explicit account of the contractor.
All materials shall be new, undamaged, free of rust or other defects and shall be of the best quality.

Materials shall comply with the relevant SANS and EN81 specifications where applicable. The contractor shall upon the request of the Project manager, furnish him with documentary proof to his satisfaction that the materials are of the quality specified. Samples of materials for testing, if required, shall be supplied by the contractor, free of charge.

K. Electrical Supply and Electrical Installations

Electricity Power Supply
Unless otherwise stated in the Particular Specification, the electricity supply for the electrical machinery will be 380V, 3-phase, 50 Hz, 5 wire i.e., 3 live with neutral and 10mm earth and the electricity supply for lighting will be 220V single-phase, 50 Hz, 2 wires + 10mm earth conductor.

Electrical Contractor Responsibilities

- The Electrical Contractor will be responsible for providing the power supply for the electrical equipment.
- The supply point will be terminated at an isolating switch or sub-distribution board at the following location according to the type of installation: - Lift installation: - Lift machine room
- The Contractor shall be responsible for the provision, installation, testing, and commissioning of permanent lighting, electrical works. All electrical works shall be done in accordance with the SANS1545 AND SANS 10142 and all relevant regulations.
- Temporary electricity supply during the construction period will be provided by the Client.
- From the isolating switch or sub-distribution board provided by the electrical contractor, all electrical work required for the lift shall be the responsibility of the Contractor.
- The Contractor will provide permanent lighting in the machine room, inside the lift, and in the pit. The Contractor will provide permanent socket outlets in the machine room, inside the lift and in the pit. The socket outlet in the pit will be of weather-proof type.
- The Contractor shall be responsible for the provision of all cabling, buzzers (or alarm bells) and indicator board(s) in connection with all alarm system specified in this General Specification.
- Wiring: All cables, trunkings, conduits, and conduit fittings necessary for the circuits (including power, lighting and control circuits) for the lift installation. All exposed metalwork liable to become electrically charged shall be bonded and earthed. All wiring installed in the lift machine room and lift well, other than traveling cables, shall be enclosed in galvanized steel or plastic conduits or trunking.

L. Applicable Standard and Regulations

The Contractor shall comply with all applicable laws, rules and regulations including without limitation of the following.

- Occupational Health & Safety Act and Regulations, No.85 of 1993
- The Environmental Conservation Act 73 of 1989
- Environmental Management Systems: ISO 14001
- Air Traffic and Navigation Services Company Act, No.45 of 1993
- Airports Company Act, No.44 of 1993
- Aviation Act, No.74 of 1962
- Aviation Laws Amendment Act, No 82 of 1997
- Carriage by Air Act, No.17 of 1946
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- The Code of Practice for the application of the NBR SABS 0400:1990
- EN81-20 & EN 81-50: Safety rules for the construction and installation of lifts.
- OEM requirements
- SANS 1545-1: Electric Lifts - Safety rules for the construction and installation of Lifts Part 1
- SANS 1545-2: Hydraulic Lifts - Safety rules for the construction and installation of Lifts Part 2
- SANS 4344: Lifts – Steel wire ropes for lifts – minimum requirements
- SANS 8100-1: Lifts for the transport of persons and goods – Part 1: Safety rules for the construction and installation of passenger and goods passenger lifts
- SANS 14798: Lifts - (elevators), escalators and moving walks - Risk assessment and reduction methodology
- SANS 25745-1: Lifts - Energy performance of lifts, escalators and moving walks Part 1: Energy measurement and verification
- SANS 50081-1: Lifts - Safety rules for the construction and installation of lifts Part 1: Electric lifts
- SANS 50081-3: Lifts - Safety rules for the construction and installation of lifts Part 3: Electric and hydraulic service lifts
- SANS 50081-20: Lifts - Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods - Part 20: Passenger and goods passenger lifts
- SANS 50081-21: Lifts - Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods Part 21: New passenger and goods passenger lifts in existing building
- SANS 50081-41: Lifts - Safety rules for the construction and installation of lifts - Special lifts for the transport of persons and goods Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
- SANS 50081-50: Safety rules for the construction and installation of lifts - Examinations and tests - Part 50: Design rules, calculations, examinations and tests of lift components
- SANS 50081-70: Lifts - Safety rules for the construction and installation of lifts - Particular applications for passenger and goods lifts Part 70: Accessibility to lifts for persons including persons with disability
- SANS 8100-1: Lifts for the transport of persons and goods – Part 1: Safety rules for the construction and installation of passenger and goods passenger lifts
- SANS 14798: Lifts - (elevators), escalators and moving walks - Risk assessment and reduction methodology

- SANS 25745-1: Lifts - Energy performance of lifts, escalators and moving walks Part 1: Energy measurement and verification
- SANS 50081-1: Lifts - Safety rules for the construction and installation of lifts Part 1: Electric lifts
- SANS 50081-3: Lifts - Safety rules for the construction and installation of lifts Part 3: Electric and hydraulic service lifts
- SANS 50081-20: Lifts - Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods - Part 20: Passenger and goods passenger lifts
- SANS 50081-21: Lifts - Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods Part 21: New passenger and goods passenger lifts in existing building
- SANS 50081-41: Lifts - Safety rules for the construction and installation of lifts - Special lifts for the transport of persons and goods Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
- SANS 50081-50: Safety rules for the construction and installation of lifts - Examinations and tests - Part 50: Design rules, calculations, examinations and tests of lift components
- SANS 50081-70: Lifts - Safety rules for the construction and installation of lifts - Particular applications for passenger and goods lifts Part 70: Accessibility to lifts for persons including persons with disability

  The latest version of laws, rules and regulations shall be used for this Contract.

1. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
NBR	National Building Regulation
OHS	Occupational Health and Safety
SHE	Safety, Health and Environment
ECC	Engineering Construction Contract
EN	European Norm
QA	Quality Assurance
MM	Material Manufacturing
VAT	Value Added Tax
AVOP	Airside Vehicle Operating Procedure
ECSA	Engineering Council of South Africa
SAQA	South Africa Qualifications of Authority
SANS	South Africa National Standards
TBC	To be Confirmed
FAT	Factory Accepted Test
HAZOP	Hazard Operability
IMC	Integrated Maintenance Center
DOL	Department of Labour
MSO	Multi Storey Office
MSP	Multi Storey Parking
TMB	Terminal Building
DOL	Department of Labour
VSD	Variable Speed Drive

BMS	Building Management System

C3.3: CONTRACT MANAGEMENT

1.1. Management meetings

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

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

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

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

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

1.2. Health and safety risk management

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

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

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

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

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

VI. The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request. The following areas in the company are declared as "HOT WORKS PERMIT" areas:

a. All airside areas
b. All basement areas
c. All areas accessible to the public
d. All enclosed areas
e. The terminal building.

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

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

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

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

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

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

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

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

XV. The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo,

the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

1.3. Environmental constraints and management

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

At no time, shall the *Contractor*:

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

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

1.4. Quality assurance requirements

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

1.5. Programming

- General: The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing. the works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

- Programme submission: The Contractor's first Programme shall be submitted in both hard and soft copy forms within two weeks of kick off and using a computer software package approved by the *Project Manager*. The preferred software package is Microsoft Projects or similar approved.
- Contract programme (baseline): The Contractor's First Programme shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed. Identified deviations from the baseline shall be addressed by the Contractor by either demonstrating that the deviation does not constitute a problem to the overall Contractor's Programme or providing a course of action to remedy the deviation.
- Revisions to contract schedule: The Project Manager's written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.
- Additional detail may be inserted into the Contract Programme at the request of either the Contractor or the Project Manager. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced. All revisions to the contract programme shall be prepared by, and at the cost of the Contractor.
- Supplementary programmes: The *Project Manager* may at any time, and at the cost and expense of the *Contractor,* direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Project Manager* shall not unreasonably request supplementary programmes.
- Cash flow: The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, payments received.
- Progress Reporting: To demonstrate the actual progress of the work under the Contract the *Contractor* shall, once every third week of the monthly, update and submit the contract programme and the progress to the *Project Manager*. The contract programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.
- Progress monitoring and review: Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress.
- Monthly status report: The *Contractor* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract. As a minimum the report shall include:
    - progress against the current approved contract programme.
    - summary of progress achieved during the period.
    - list of milestones achieved during the period.
    - status of design, procurement, and off-site works.
    - status of on-site works.
    - deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced.
    - status of approvals.
    - actual or anticipated problems with corresponding action plans to minimise the impact.
    - summary of works planned for the following period, and
    - cash flow status versus the original forecast.

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

- Monthly expediting report: The *Contractor* shall submit to the *Project Manager* by email within four (4) days after month-end a report on progress of any off-site manufacturing activities of the

Contractor during the previous month, procurement. The report shall state the current percentage progress of each major piece of equipment as applies at that date.

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

Note: Date of works completion and handover Programme shall be regularly updated to reflect the actual progress and to meet the obligations under the contract

1.6. Contractor's Management, Supervision and Key People

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

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

1.7. Insurance provided by the Employer

Refer to C1.5 ACSA Insurance Clause

1.8. Provision of bonds and guarantees

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

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

1.9. Invoicing and Payment

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

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

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

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

1.10. Contract Change Management

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

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

1.11. Records of Defined Cost to be kept by the Contractor

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

1.12. Training workshops and technology transfer

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

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

2. Engineering and design of the works

2.1. Employer's design

None

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

- The contractor must conduct inspections, assessments and test on the existing Lifts
- The contractor will produce assessment report, designs and make presentations to the client for approval.
- The contractor will obtain client approval for all detailed designs and working drawings.
- The contractor will prepare and submit applications to local and applicable statutory authorities (DOL).
- The contractor will ensure that all works is conducted in accordance with the agreed specifications and approvals.
- Ensure full compliance with all relevant legislation, regulations and standards
- The Contractor to act on behalf of the owner is the sourcing of certification and permission as promulgated by the act.
- In addition, the contractor is to design the following parts of the works:
    - Any temporary works required to construct the permanent works
    - Construction execution plan

2.3. Use of Contractor's design

All rights for use transfer to the *Employer*

2.4. Use of Contractor's design

All rights for use transfer to the *Employer*

2.5. Equipment required to be included in the works

Contractor to provide all equipment required to execute the works.

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

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

3. Procurement

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

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

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

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

3.1. People

Before an individual permit is issued by ACSA, all applicants will go through SAPS screening process. ACSA shall not issue permits to individuals that fail the screening process unless an appeal is done and approved by ACSA Security committee.

People from foreign countries shall be required to produce a valid work permit before an ACSA permit can be issued.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

Minimum requirements of people employed on the

- Project Engineer
- Lift Inspector
- Site Supervisor
- Electrician
- Lift Mechanics X2
- Technical Assistant X 2
- Safety Officer

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, for the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

3.2. Subcontracting

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

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

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

3.2.1. Subcontract documentation, and assessment of subcontract tenders

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

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

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

3.2.2. Limitations on subcontracting

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

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

3.3. Plant and Materials

3.3.1. Plant & Materials provided “free issue” by the Employer

None

3.3.2. Contractor’s procurement of Plant and Materials

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

3.3.3. Tests and inspections before delivery

The *Contractor* is to conduct and ensure that all materials delivered to site meet the quality criteria as defined in relevant SANS standards, Lift, Escalator and Passenger Conveyor Regulations 2010, relevant regulations and adhere to the specifications provided in this tender.

Factory Acceptance Test (FAT) certificates to be submitted.

3.3.4. Marking Plant and Materials outside the Working Areas

Responsibility of the contractor as may be required.

3.3.5. Contractor's Equipment (including temporary works)

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

4. Construction

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

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Providing access to other contractors
- Removing scrap from site
- Recommending improvements on maintenance procedures

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

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

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

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

4.2. Title to materials from demolition and excavation

Not Applicable

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

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

4.4. Equipment provided by the Employer

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

4.5. Site services and facilities provided by the Employer

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

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

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

The *Contractor* must satisfy himself that the dimensional accuracy, travel length, alignment, levels and setting out of existing components are compatible with the proposed works before procurement.

4.7. Site conditions and requirements

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

At no time, shall the *Contractor*:

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

The *Contractor* shall be responsible for the removal of all waste generated from the airport property and the proper disposal thereof elsewhere at his own cost. Waste disposal certificate to made available for *Project Manager*.

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

4.8. Construction requirements

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

5. Completion, testing, commissioning and correction of Defects

5.1. Work to be done by the Completion Date

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

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

5.2. Use of the works before Completion has been certified

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

5.3. Materials facilities and samples for tests and inspections

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

5.4. Commissioning

- The contractor will be responsible for commissioning of the works, these include submission of all required compliance certificates (Annexures by lift inspector), electrical certificate of compliance, warrantees, guarantees, check lists, as built information including drawings and specifications.
- The contractor shall ensure that all works have been completed according to design intent and is fit for purpose and fit for use as originally intended.
- Test all installations and equipment in accordance with OEM requirements and recommendations, regulations and standards.

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

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

5.6. Take over procedures

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

5.7. Access given by the Employer for correction of Defects

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

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

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

5.7.1. Performance tests after Completion

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

5.7.2. Operational maintenance after Completion

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

6. Plant and Materials standards and workmanship

6.1. Plant & Materials

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

6.2. Workmanship

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

7. List of drawings

Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title

AIRPORTS COMPANY SOUTH AFRICA

C3.4: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION OF THE EXISTING LIFTS

#	TAG No	Rated load (kg)	velocity m/s-1	Shaft Height	Car Size	Door Width (m)	No of level serve	No of person	Currently Type Onsite	Capacity (Kw)	Lift Type	Purpose	Works
1	TMB Lift 01	4000	0.5	27	2x3.6m	2	4	53	DNDT	37	Service Lift	Movement of Staff and Equipment, Maintenance Personnel.	Replacement
2	TMB Lift 02	4000	0.5	27	2x3.6m	2	4	53	DNDT	37	Service Lift	Movement of Staff and Equipment, Maintenance Personnel.	Replacement
3	TMB Lift 03	4000	0.5	27	2x3.6m	2	4	53	DNDT	37	Service Lift	Movement of Staff and Equipment, Maintenance Personnel.	Replacement
4	TMB Lift 04	4000	0.5	27	2x3.6m	2	4	53	DNDT	37	Service Lift	Movement of Staff and Equipment, Maintenance Personnel.	Replacement
5	TMB Lift 5	4000	0.5	7,65	2x3.6m	1.8	2	53	DNDT	37	Service Lift	Movement of Retail Staff and equipment	Replacement
6	TMB Lift 25	4000	05	7,62	2x3.6m	1.8	2	53	DNDT	37	Service Lift	Movement of Retail Staff and equipment	Refurbishment
7	TMB Lift 20	4000	0.5	7,14	2.5 x 4.3m	2.5	2	53	DNDT	37	Trolley Lift	Movement of Trolleys from Departures to Arrivals	Modification
8	TMB Lift 6	1600	1	15	1.6x2.1m	1.1	3	21	GEN2	18.4	Passenger – glass observation type	Movement of International Passengers and staff from Departures to VIP Lounges, offices	Refurbishment
9	TMB Lift 7	1600	1	15	1.6x2.1m	1.1	3	21	GEN2	18.4	Passenger – glass observation type	Movement of International Passengers and staff from Departures to VIP Lounges, offices	Refurbishment

10	TMB Lift 8	1600	1	15	1.6x2.1m	1.1	3	21	GEN2	18.4	Passenger – glass observation type	Movement of International Passengers and staff from Departures to VIP Lounges, offices	Refurbishment
#	**TAG No**	**Rated load (kg)**	**velocity (m/s-1)**	**Shaft Height (m)**	**Car Size (m)**	**Door Width (m)**	**No of level serve**	**No of person**	**Currently Type Onsite**	**Capacity (kW)**	**Lift Type**	**Purpose**	**Works**
11	TMB Lift 9	1600	1	15	1.6x2.1m	1.1	3	21	GEN2	18.4	Passenger – glass observation type	Movement of Domestic Passengers and staff from Departures to VIP Lounges, offices	Refurbishment
12	TMB Lift 10	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger	Movement of International Passengers from Departures to Arrivals Level – Shopping facilities.	Refurbishment
13	TMB Lift 11	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Over-sized Luggage Lift	Movement of Int. & Domestic Oversized Luggage from Arr. To Departures Level	Refurbishment
14	TMB Lift 13	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Domestic from Arrivals Mez to Arrivals	Refurbishment
15	TMB Lift 14	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Domestic from Arrivals Mez to Arrivals	Refurbishment
16	TMB Lift 16	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Passengers in Lobby of Departures to Arrivals Shopping facilities	Refurbishment
17	TMB Lift 17	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Passengers in Lobby of Departures to Arrivals Shopping facilities	Refurbishment
18	TMB Lift 18	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Passengers in Lobby of Departures to Arrivals Shopping facilities	Refurbishment
19	TMB Lift 19	1600	1	7,14	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of Passengers in Lobby of Departures to Arrivals Shopping facilities	Refurbishment

20	TMB Lift 21	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of International Passenger from Arrivals Mez to Arrivals	Refurbishment
#	**TAG No**	**Rated load (kg)**	**velocity (m/s-1)**	**Shaft Height (m)**	**Car Size**	**Door Width (m)**	**No of level serve**	**No of person**	**Currently Type Onsite**	**Capacity (kW)**	**Lift Type**	**Purpose**	**Works**
21	TMB Lift 22	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger – glass observation type	Movement of International Passenger from Arrivals Mez to Arrivals	Refurbishment
22	TMB Lift 23	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger lift	Movement of Staff from Departures to Office Level	Refurbishment
23	TMB Lift 24	1600	1	3,57	1.6x2.1m	1.1	2	21	GEN2	18.4	Passenger lift	Movement of Staff from Departures to Office Level	Refurbishment
24	Fire & Rescue Lift	630	1	7,2	1.6x2.1m	1.1	3	8	GEN2	18.4	Passenger lift	Office Level	Refurbishment
25	MSP lift 01	2000	1	6,1	1.6x2.1m	1.1	3	27	GEN2	21.5	Passenger lift	MSP	Refurbishment
26	MSP Lift 02	2000	1	6,1	1.6x2.1m	1.1	3	21	GEN2	21.5	Passenger lift	MSP	Refurbishment
27	MSP Lift 03	4000	0.5	6,1	1.6x2.1m	0.8	3	43	DNDT	37	Trolley Lift	MSP	Refurbishment
28	MSO Lift 01	1600	1	14	1.6x2.1m	1.1	5	21	GEN2	18.4	Passenger lift	MSO	Refurbishment
29	MSO Lift 02	1600	1	14	1.6x2.1m	1.1	5	21	GEN2	18.4	Passenger lift	MSO	Refurbishment

Power Supply

- Power: 380-400V/ 50Hz
- Minimum motor efficiency class: IE2
- Motor IP Rating: IP55

The minimum general lifts specifications for airport applications shall be as follows

Description	Required	Contractor to tick or proposal amendment
Application type	Heavy duty	
Structure	Existing	
Regenerative drive	Yes	
Gearless Traction drive	Yes	
Group control system for bank of lifts	Yes	
Separate power supply for lift lights	Yes	
Car lighting type	LED	
Car ventilation and air-conditioning unit	yes	
Speed	0.5 to 1m/s	
Minimum rated capacity	Existing	
Fire Detection	Yes	
Fireman's control (EN81)	Yes	
Fire rated landing door (Minimum)	120min	
COP	Yes	
Operating Hours per day	18-20 hours	
Landing plate: Non-slip	Non-Slip	
Side cladding	Stainless Steel or Glass	
Car Interior design	Generate 3 options for approval	
Elevator Logs and trends	Yes	
Link to site BMS and web application	Yes	
Minimum logs and trends retention period	30 days	
USB/Computer download capability of logs and trends	Yes	
Smart Energy Metering	Yes	
People counting	Yes	
Stainless steel door panel: 3mm	3mm	
Intercom	Yes	
"Call help" button or electronic	Yes	
Visual display communication system for deaf people	Yes	
Automated floor sound announcements	Yes	
Lower pit water ultrasonic level monitor with pump for Lift No 1, 2,3,4 and 5	Yes	
Pit liquid waterproofing: Applicable in high water table areas	Yes	
Minimum pit depth	Existing	
Pit access ladder	Yes	
Status notification and viewing via mobile phone	Yes	

Goods Lifts, chequer plate at landing	Yes	
Cladding	Stainless steel with protective cladding	
Minimum Warranty Period	1 year	

SITE INFORMATION

PART C4: SITE INFORMATION

C4.1. Location of the works

The site is located at King Shaka International Airport at the following areas:

- Terminal Building (TMB)
- Multi storey office (MSO)
- Fire and rescue
- Multi Storey Parked (MSP)

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.

General Site Conditions

Temperature (Min - Max)	6ºC to 40ºC
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A

C4. 2 Permits

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

Permit	**Required by/for**	**Department**
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking

Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Laptop permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety
Airside Projects/Works Permit	For all projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

C4.3 Vehicle Permit (Permanent permits – for the duration of the project):

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

C4.4 Cell phones and two-way radios

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

ANNEXURES

- ANNEXURE A: ACSA CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN – EMS 050
- ANNEXURE B: LOW SERVICE DAMAGES
- ANNEXURE C: ACSA SERVICE & MAINTENANCE CONTRACTORS ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

ANNEXURE A: ACSA CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN – EMS 050

1. Background

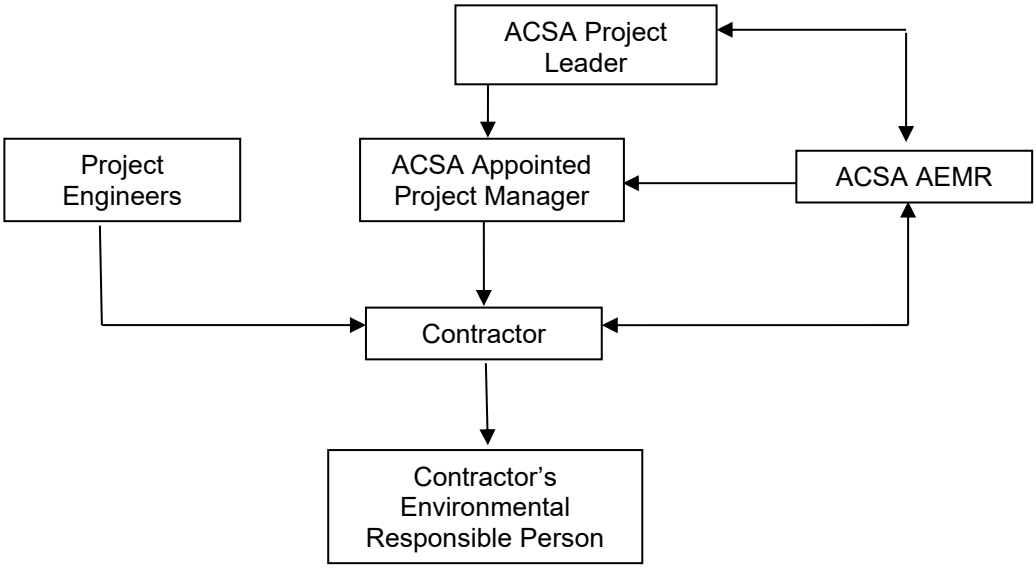
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

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

2. Organisational Structure

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

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



2.1 ACSA Project Leader

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

2.2 Project Manager (PM)

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

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

2.3 Contractor

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

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

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

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

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

2.4 Contractor's Environmental Responsible Person

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

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

2.5 ACSA's AEMR shall:

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

3. Environmental Specifications

3.1 Location of camp and depot

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

3.2 Demarcation of the site & access

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

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

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

3.3 Traffic control & safety

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

3.4 Ablution facilities

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

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

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

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

3.5 Domestic wastewater

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

3.6 Environmental training

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

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

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to

commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The Environmental Responsible Person may call upon the services of a specialist environmental education translator should this be required. Contractors, sub-contractors and all their staff must attend.

- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.

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

3.7 Solid waste management

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

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

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

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

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

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

3.8 Protection of fauna and flora

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

3.9 Protection of archaeological and palaeontological sites

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

3.10 Water pollution prevention & management

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

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

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

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

3.11 Stormwater control

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

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

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

3.12 Water resource management

Water is a scarce resource and shall be conserved wherever possible. The Contractor shall not waste water (e.g. water areas excessively etc.). All leaking water pipes are to be repaired or

replaced immediately. The Contractor shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

3.13 Pollution prevention and remediation

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

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

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

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

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

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

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

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

3.14 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

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

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

3.15 Fuels and Chemicals

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

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

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

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

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

3.16 Fuel & Hazardous Materials Storage

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

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

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

In addition, the following must be implemented:

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

3.17 Dust control

The Contractor shall be responsible for the continued control of dust arising from his operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind

velocity is low. Overhead sprayers shall not be used in windy conditions, because too much water will be lost to evaporation. The use of water carts is preferred.

3.18 Noise control

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

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

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

3.19 Emergency procedures

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

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

3.19.1 Fires

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

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

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

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

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

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

4. Site clearance and rehabilitation

4.1 Removal of topsoil

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

4.2 Stabilisation of steep slopes

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

4.3 Rehabilitation

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

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

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

4.4 Landscaping and preparation for re-vegetation

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

5. Management and monitoring

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

5.1 General inspection monitoring and reporting

The Environmental Responsible Person shall:

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

5.2 Penalties

Penalties may be imposed by the AEMR on Contractors who are found to be infringing these specifications. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant

employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the AEMR accordingly.

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

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

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

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

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

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ANNEXURE B: LOW SERVICE DAMAGES

Notification of Low service damages
ACSA must notify the contractor in writing of its intention to claim a Low service damage within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damage for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damage be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables
Progressive Punitive low service agreements which are entirely the contractor's fault shall be applied as below:

No	Contravention	Low Service Damage Cost
1	Failure to adhere to defect free period	R10000 per incident or the full cost of the 2nd repair (including the cost of making use of a 3rd party should ACSA wish to utilise a 3rd party for the subsequent repair)
2	Nonadherence to safety by: Working on heights without harness Unsafe Platform i.e. Scaffolding and ladders Hot works without permits and welding screen	R2000 per incident
3	Not wearing proper PPE	R1000 per incident
5	Site left uncleaned	R1000 per incident
6	Where a work cannot be completed due to unavailability of skills or tools and or part at the site (unless otherwise agreed upon with the ACSA Project Manager or Employer Representative)	
	Project Engineer	R3000 per incident
	Lift Inspector	R3000 per incident
	Site Supervisor	R2000 per incident
	Lift Mechanics	R2000 per incident
	Technical Assistant	R1000 per incident
	Tools and Equipment	R5000 per incident
7	Site left unattended or incomplete for the next day (unless delay in installation was agreed upon with the Project Manager or Employer representative)	R1000 per incident

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ANNEXURE C: ACSA SERVICE & MAINTENANCE CONTRACTORS ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

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

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

LOW SERVICE DAMAGES

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

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

I, _____ (name & surname) of

_____

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

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).