



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Project Managering and Construction

Short Contract (ECSC3)

A contract between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING PHALO AIRPORT

(Reg No.: 1993/004149/30)

and

(Registration Number:)

for Procurement of a Contractor for the provision of above ground diesel tank and the fuel bowser at King Phalo Airport

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Documentation prepared by: Samkelo Luyenge

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the **procurement of a Contractor for the provision of above ground diesel tank and its connections and pumps and the fuel bowser at King Phalo Airport.**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

**for the
Employer**

Airports Company South Africa SOC Limited
King Phalo Airport
66 Settlers Way,
Greenfields
East London
South Africa
5201

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

1 Subject

 Details

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2 Subject

 Details

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.....

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3 Subject

 Details

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

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

For the tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

On behalf of *(Insert name and address of organisation)*

Airports Company South Africa SOC Limited
King Phalo Airport
66 Settlers Way,
Greenfields
East London
South Africa
5201

Name & signature of witness

.....

Date

.....

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
	Address	Registered office at King Phalo Airport 66 Settlers Way, Greenfields East London South Africa 5201
	Tel No.	043 706 0358
	Fax No.	043 706 0311
	E-mail address	Sam.Luyenge@airports.co.za
11.2(11)	The <i>works</i> are	Procurement of a Contractor for the provision of above ground diesel tank and its connections and pumps and the fuel bowser at King Phalo Airport.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	King Phalo Airport Airside and Landside.
30.1	The <i>starting date</i> is.	On signing of the contract by both parties
11.2(2)	The <i>completion date</i> is.	Six months after the starting date
13.2	The <i>period for reply</i> is	7 (seven) days
40	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the works
41.3	The <i>defect correction period</i> is	2 (two) weeks
50.1	The <i>assessment day</i> is the	15th (fifteenth) of each month.
50.5	The <i>delay damages</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
50.6	The retention is	10%
51.2	The interest rate on late payment is	The prime lending rate of the Nedbank Bank. as determined from time to time.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to Part C1.3
82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.3

82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.
93.2(2)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council.
93.4	The <i>tribunal</i> is:	arbitration.
Z	The <i>Additional conditions of contract</i> are	Z1 – Z17
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 <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z3	Other responsibilities:	
Z4	Extending the defects date:	
	Add the following as a new clause 42.5:	
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .	
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.	
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.	
Z5	Termination	
Z5.1	Add the following to core clause 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.	

Additional Z Clauses

Z6 Cession, delegation and assignment

- Z6.1** 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*.
- Z6.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.
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Z7 Joint and several liability

- Z7.1** 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.
- Z7.2** 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.
- Z7.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
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Z8 Ethics

- Z8.1** The *Contractor* undertakes:
- Z8.1.1** 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;
- Z8.1.2** 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.
- Z8.2** 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.
- Z8.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
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Z9 Confidentiality

- Z9.1** 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.
- Z9.2** 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*.
- Z9.3** This undertaking shall not apply to –
-

- Z9.3.1** 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;
- Z9.3.2** 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;
- Z9.3.3** 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);
- Z9.4** 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*
- Z9.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z10 Employer's Step-in rights

- Z10.1** 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*
- Z10.2** 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.

Z11 Liens and Encumbrances

- Z11.1** 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

Z12 Intellectual Property

- Z12.1** 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.
- Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z12.3** 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

- Z12.4** 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
- Z12.5** 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:
- Z12.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z12.5.2** the use of the *Contractor's* Equipment, or
- Z12.5.3** the proper use of the Works.
- Z12.6** 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.

Z13 Dispute resolution:

Z13.1 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

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 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z13.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z14 Notification of a compensation event

- Z14.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z15 BBEE and Tax Clearance Certificates

- Z15.1** The *Contractor* shall be expected to annually present a compliant BEE and Tax Clearance 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.

Z16 Communication

- Z16.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z16.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z17 Delegation

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

- Z17.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

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

The tendering contractor is advised to read both the NEC3 Project Managing and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

PART C1.3 INSURANCE

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and warranties ;

Open Trench Limitation

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

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

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

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

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

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

Professional Duties do not include:

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

- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits,

limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

- 1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- 1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) **Contract Works SASRIA**

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

c) **Aviation Liability Insurance ;**

In respect of each and every loss or damage or injury - **US\$250,000**.

d) **Design & Construct Professional Indemnity Insurance**

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

b) **In respect of contracts over R50 million at award – R10,000,000**

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

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

- 2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:
 - a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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

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

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

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

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

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

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

- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).
- h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.
- i) **Marine Cargo Insurance (If Applicable)**

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

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

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

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

j) **Miscellaneous Insurance**

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

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

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

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

2.4 **Sub-Contractors.**

The Contractor shall:

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

APPENDIX A

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

Send to : Airports Company South Africa

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E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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

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

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

Names and address of witnesses _____

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

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person _____

Email Address of Contact Person _____

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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 KING PHALO AIRPORT
Physical Address: Airports Company South Africa SOC Limited King Phalo Airport 66 Settlers Way, Greenfields East London South Africa 5201

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY 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,

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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

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

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

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

C2.2 Price List

The Price List is as follows.

ITEM No	DESCRIPTION	QUANTITY	TENDERED RATE	AMOUNT
1	The Contractor to supply, deliver and install new above ground 4500 (four thousand five hundred) composite litre above ground diesel tank with connections to all associated machines and signage	1		R
2	Supply, deliver 500 litre diesel bowser trailer. Registration documents to be provided on deliver from local Traffic Department	1		R
3	Construct holding tank with bund walling that will provide sufficient capacity to hold fuel	1		R
4	The construction of concrete works bund walling, concrete tank support structure	1		R
5	Install pipe work to connect to existing diesel day tanks	1		R
6	Install pumps to pump fuel	1		R
7	Lay out Drawings of pipe work, pumps, electrical cabling and all labels and cable markings	1		R
8	Compliance signage for three tanks (Electrical complex, Terminal Building and Fire Station) to be fitted at each tank (No Smoking, No Cell phones, Hazchem Placard for Diesel Fuel, Sign indicating the tank Capacity)	3		R
9	Provisional sum	1	R 50 000.00	R 50 000.00
10	Safety File	1		
SUB-TOTAL				R
VAT @ 15 %				R
TOTAL				R

C3: Scope of Work

C3.1 Works Information

The work related to this contract is the supply, install, connect and commission an above ground four thousand five hundred-liter diesel tank with piping connection and pumps to the existing generator day tanks at the Main Electrical Complex, the construction of concrete works bund walling, concrete tank support structure to be and comply with Environmental Management Act, No 107 of 1998, SANS 10089, 10086, 10108, 10142-1 latest editions and also supply and deliver 500 litre diesel fuel bowser with registration and number plate and license disk fitted at King Phalo Airport.

The specification for the above ground Diesel tank is as follows:

- Secondary containment.
- Overfill protection.
- Leak detection.
- Standard and emergency vent.
- Liquid level gauge.
- Adequate LED lighting (for night-time detection of leaks)
- Spill kit.
- Chemically compatible with the hazardous substance being stored in it.
- Protected from, or resistant to, all forms of internal and external wear.
- Be vibration, shock and corrosion resistant.
- Have a stable foundation or support structure suitable for all operating conditions.
- Be protected from fire, heat, vacuum and pressure, which might cause tank failure.
- Be sized to align with storage requirements.
- Pump installation as per SANS required codes.
- Pipes installation as per SANS required codes.
- Decommission underground tank in accordance with SANS 10089-3.
- Water outlet form bund wall.

The 500 Liter Bowser trailer tanker specifications are as follows:

The 500 Liter Bowser trailer tanker specifications are as follows:

- 500 Litre Stainless Steel tank for diesel.
- Heavy duty u channel GALVANISED chassis.
- Spring Suspension with 13" wheels white mags Single Axle
- Braked Axle 0.75t coupler no brake Jockey wheel 55 round Single wheel.
- Flicker, Brake, Park lamp and light (X 2) yellow tape all round with reflectors.
- Spare wheel attached 13" Wheel on trailer.
- Required SANS signage on trailer for diesel.
- 12 V 45 LPM, Diesel Pump with leads and heavy-duty terminal clips.
- 4 DIGIT Calibrated Meter.
- G1000 GUD // FRAM Diesel Fuel Filter.
- The diesel meter, fuel filter mounted permanently on trailer.
- ALLEMINUIM, all-purpose import fuelling nozzle.
- 4.5 KG Fire Extinguisher with heavy duty bracket.
- Diesel refuelling hose to be supplied with quick couplers for easy removal and coupling to meter.
- Supply battery – 12 v 102Ah maintenance free with trailer

C3.2 Description of the works

ACSA requires the following work to be done at KPA, under this contract.

Note – Any contractual work or switching can only be proceeded with, once written notification has been given to ACSA and written authorization has been issued by ACSA.

A. Above Ground Diesel Tank

The new above ground tank will have level transmitters (control panel located inside Generator Plantroom) installed to prompt the following:

- High level alarm to warn against overfilling.
- Intermediate alarm @ 3600 litres
- Low level alarm to warn against fuel depletion @ 500 litres.

This contract covers the civil, mechanical, and electrical works associated with the replacement of the above ground 4500 litre diesel generator tank, including pipework, mechanical equipment, and electrical works associated with the above project. The main items of the work to be undertaken in terms of the contract involve the following:

1. Establishment on site of facilities for the Bidder and the provision of the necessary plant, personnel, and equipment.
2. Concrete items: Construction of bund foundation, bund floor with upstand, tank plinths, pipe support and stair footings.
3. Structural steel items (Hot-Dipped Galvanised): Supply, fabrication and installation of tank access stairs, handrails and pipe supports.
4. Supply, fabrication, and installation of above ground diesel storage tanks, including nozzles, flanges, etc.
5. Hydrostatic testing of the tanks.
6. Supply and installation of valves, thermal relief and drain points.
7. Tie-in to existing piping of the respective generator sets.
8. Supply and installation of level alarms including associated cabling,
9. Drain all diesel reserves from the underground storage tank into new tank
10. Isolate and permanently blank off all underground items (piping and storage tanks).
11. The removal of plant and equipment, site establishment and the final tidying of the site upon completion of the Works.
12. All works are to conform to SANS 10142-1 latest edition, on completion of the works a signed COC with test results is to be produced for each installation.

APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, all applicable local legislation and the following standardised specifications shall be adhered to and shall form part of the contract document and, notwithstanding the provisions of Sub clause 2.2 of SANS 1200 A, editions specified below shall apply:

ASME B31.4: 2009: Process Piping

ASME Section IX : Welding and brazing qualifications

SANS 10108:2017: Classification of Hazardous Locations and the Selection of Suitable Equipment SANS

10131:2004: Above-ground Storage Tanks for Petroleum Product

SANS 1200 HA : Structural steelwork (small works)

SANS 1200 HC : Corrosion protection of structural steelwork

SANS 1200 LC: Cable ducts

IP Model Code: Part 15: Area Classification Code for Installations Handling Flammable Liquids

STRUCTURAL STEELWORK (SANS 1200 H)

Material Stairs, grating, handrails and pipe supports shall be of hot dip galvanised mild steel to Grade S355JR. Welding

All welding shall be fully continuous fillet welds. Minimum weld size is 6mm. All welding to be in accordance with SANS 044 and SANS 455. All welding to be done prior to protection of steelwork.

Erection Bolts All erection bolts used to be manufactured to SABS 136. Bolt Grade 8.8 to be used.

STRUCTURAL STEELWORK (SANS 1200HA)

All bolts, nuts and washers shall be at least hot dip galvanised with the threads sufficiently undercut prior to galvanising. Washers shall be provided with every nut. All sleeve anchors shall be AISI 316 stainless steel.

All fixings having a nominal diameter of 12 mm or less shall be AISI 316 stainless steel.

An approved molybdenum disulphide anti seize compound shall be used on all bolts and nuts.

Pipe Identification

The painting (stencilling) of the following markings (50mm lettering) to equipment and pipes shall be included in the tendered rates for piping.

- a) Colour bands on all pipelines at bends, road receipt nozzle and flanges.
- b) Flow direction arrows with self-adhesive stickers or lacquer paint at the entrance or exit of each obstacle (point at the generator; points through walls (both sides), straight section of pipe before connecting to the tank and road receipt nozzle).

Fluid flow direction on the pipe has an isosceles triangle shape (base: 50 mm, height: 150 mm) and be black in colour.

Note that the repairs to any existing painted structures shall be done in accordance with this specification.

Bolts and Nuts

Product piping: Stud bolts and nuts shall conform to ANSI B16.5 and be suitable for raised face flanges. (A193 B7 studs with A194 Gr 2H nuts)

Gaskets

Gaskets shall be spiral wound low stress type, expanded graphite filler, with internal and external ring. Spiral wound metallic strip and inner reinforcement ring in stainless steel 316L, outer centering ring in carbon steel protected with epoxy. These gaskets shall be 3mm thick.

Testing of Pipelines

General

All the pipelines shall be tested. Blank flanges with necessary air, water and pressure gauge connections shall be provided by the bidder for this purpose. Before testing any pipeline all construction work on the pipeline shall be complete unless otherwise specifically directed by the maintenance manager.

All joints, including welds, are to be left un-wrapped and exposed for examinations during the air tests. Vents, drains and relief valves shall be utilised to prevent damage to the piping system due to expansion of the test fluid during the test period.

The maximum operating pressure of each piece of equipment, including instruments, shall be checked against the test pressure of the piping system in which the piece of equipment is incorporated. If the test pressure of the piping system is greater than the maximum operating pressure of the equipment, the equipment shall be blanked off and tested separately.

Water may be used for hydrostatic testing of process lines provided special precautions are taken for draining and drying the lines.

Other testing fluids may be used provided they are approved by the Maintenance Manager before testing is started.

All piping, vessels, filters, exchanges, etc. shall be completely drained of all fluid after testing. Special precautions be taken to ensure that all pockets where fluid may be trapped are properly drained.

All piping tested with water, in which water would be detrimental to the process operation, shall be thoroughly dried.

The maintenance manager shall determine when the piping is dry.

The Bidder shall supply all necessary water or other fluid if so specified, labour and equipment for conducting the tests as described herein. All tests shall be carried out in the presence of the Maintenance Manager or his representative at such times and in such manner as he may direct.

Pressure Test

A suitable pump shall be connected to the pipeline at a mutually agreed point.

The pressure in the pipeline under test shall be raised slowly by means of the pump and measured by a pressure gauge connected to the pipeline. The full test pressure shall be maintained for at least 4 hours, or longer if so required by the maintenance manager.

The required test pressure of steel pipelines and fittings shall be 1.5 times the design pressure in the case of valves, this shall also be the pressure to be used for gate and body leakage and opening and closing torque tests. Ensure all valves are open during pressurization.

No section of a pipeline shall be tested against a closed valve.

This pressure test shall also comply with the requirements of SABS 1200 L and ASME B31.3.

Testing and Commissioning

Testing

Product Pipework

After pressure testing and flushing of the pipelines, all isolating valves shall be installed, and the pipework hydraulically pressurised to the design pressure. Each valve, either new or existing used in new lines, shall then be opened and closed and visually checked for leakage. Test results shall be provided.

Commissioning

Prior to commissioning, all product pipelines that have been hydro tested and flushed shall be thoroughly air dried.

Filter cartridges / elements (as applicable) are not to be installed until flushing and air drying are completed and only when instructed in writing by the Maintenance Manager.

Commissioning shall be directed by the Maintenance Manager but the bidder and any specialist suppliers, (e.g. for pumps, meters, valves, instrumentation etc) shall attend and assist the Maintenance Manager as necessary. Skid/cradle mounted items shall be factory commissioned before dispatch to site.

Labelling

- All equipment items are to be labelled with the tag number as shown on the P&ID drawing
- Where applicable the tag number is to be hard stamped onto the nameplate for that particular piece of equipment. Where the equipment does not have a metal name plate the tag is to be stuck to the equipment with a suitable petrochemical resistant adhesive. In addition, each piece of equipment is to have a loose tag fixed with stainless steel wire to the equipment.
- All labels shall be engraved in laminated plastic (Traffolite) 10mm high with black lettering on a white background.

ELECTRICAL SPECIFICATION

ELECTRICAL

Scope of the Electrical Work

The Scope of the Contract consists of the work performance relative to the electrical and instrument installation of the King Phalo Airport replacement of the diesel generator tank.

Work Included

1.2 The bidder shall provide and do everything necessary to execute the work specified in or reasonably to be inferred from this specification,

- (a) the supply, delivery to, off-loading at and handling on site of all material as well as the painting (and touching up) thereof, as applicable, and as required by this specification.
- (b) the removal from equipment of all packing materials such as protective mouldings, transportation supports, stiffeners and struts and the transportation thereof to and off-loading at a point designated by the maintenance manager for that purpose.
- (c) the checking of all equipment for conformity to packing lists and for damage and the reporting to the maintenance manager of any discrepancies or damage discovered.
- (d) the performance of megger, continuity and loop checks and performance of all electrical tests as detailed herein, including the provision of all necessary test apparatus
- (e) the offloading, installation, testing and connection to the various distribution boards and motor control panels.
- (f) the installation of all field junction boxes.
- (g) the supply and installation of all cable support conduits and trays/racks.
- (h) the timeous supply and supervision of all labour required to complete the works.
- (i) the provision of site establishment including a "safe" area for material and equipment.
- (j) the supply of documentation as specified.
- (k) the supply of all construction equipment necessary for the execution of the works.

Specific Work Scope

The new above ground tank is to be fitted with level transmitter which will be connected to a control panel and alarm beacon and siren.

Supply, install and test the following:

- (a) Earthing for the new tanks
- (b) Control panels for the level indication and alarm
- (c) New supply breaker in existing control panels
- (d) Cabling to the control panels, level transmitters, sirens and beacons
- (e) Cable tray / ladder / baskets.

Instrument, Panel and Junction Box Labels

General

- (a) The labels shall be manufactured from White laminated Gravoply, Trafalite or equivalent as approved by ACSA, with black lettering unless otherwise stated.
- (b) All engraving shall be centred unless otherwise stated.
- (c) Engraving width shall be 0,5mm unless otherwise stated.
- (d) Labels are to be square with slightly chamfered edges on the engraved side.

- (e) The labels shall be 1,5mm thick unless otherwise stated.
- (f) Labels shall be secured with two 3mm pan head stainless steel screws and nuts or else within appropriately sized extruded aluminium rail.
- (g) Label size, character height and colour shall be specified by label type unless otherwise stated.
- (h) Wherever practical, the field instrument labels shall be secured in a holder clamped to the instrument stand with stainless steel "Band-it" strap

Junction Boxes

- (a) All junction boxes shall be labelled in accordance with the numbering system applied by iThemba LABS, and shall be verified by ACSA maintenance manager.
- (b) Intrinsically safe junction boxes shall be blue and also be labelled on the inside of the junction box door with a special sticker i.e. "intrinsically safe system unauthorised modifications prohibited" (MTL type ISL3).
- (c) Explosion proof (Ex 'd') junction boxes must not be drilled, consequently these labels must be mounted on the support frame with two 3mm stainless steel pan head screws and nuts if the labels were not supplied already fitted to the junction box.

Panels and Cabinets

The boards shall be in colour coded for each service and shall be clearly labelled in terms of this specification. All panels and cabinets shall have a label detailing the panel/cabinet type, number and, if applicable, the side identification i.e. front or rear.

Additional Instruments and/or Panel Signage

Any instrument and/or panel where it is possible to touch the electrical supply must be labelled with clearly visible warning label stating the voltage present e.g. "CAUTION - 230 VOLTS AC".

Notices

The following notices shall be supplied and mounted by the bidder exhibited at all entrances and in suitable places within such premises where generating plant, transforming, switching or linking apparatus are situated:-

- (a) A notice prohibiting unauthorised persons from entering such premises.
- (b) A notice prohibiting any unauthorised persons from handling or interfering with electrical apparatus.
- (c) A notice detailing " DANGER - HIGH VOLTAGE"
- (d) A notice containing directions for resuscitation of persons suffering from the effects of electric

Quality and Quantity of Notices

The signs shall be SANS Approved type with Type ABS for Internal use and Type Chromadek for external use.

Catalogue No.	Size Description	
KW115	440 x 440mm	No unauthorised entry.
KW783	440 x 440mm	Danger this equipment starts automatically.
FB2	150 x 150mm	Fire extinguishers
KM146	600 x 800mm	Composite sign containing the above four statutory notices. shock.
	440 x 440mm	No Smoking
	440 x 440mm	No Cell phones
	600 x 800mm	Hazchem Placard for Diesel Fuel
	440 x 440mm	Sign indication the tank Capacity

Instrument Cable Specifications

(a) Signal Cables

- I. Conductor 1,0mm² of flexible stranded twisted tinned copper wire and PVC insulated for least 250 volts.
- II. Insulated conductor pairs to be twisted at a rate of about 10 twists per metre.
- III. For multicore cables the twisted pairs to be twisted in layers at rate normally supplied by cable manufacturer.
- IV. Overall tinned copper wire braided screen or aluminium tape screen with drain wire.
- V. PVC sheath over screen.
- VI. Aluminium tape (Dekabon or equivalent) or steel wire armouring.

- VII. Overall PVC sheath.
- VIII. Maximum L/R ratio 40 uH/Ohm and maximum C 200 pf/metre between cores and 400 pf/metre between any cores and screen.

(b) Cable Colours

- I. Normal signal cables - outer sheath to be black.
- II. Intrinsically safe signal cables - outer sheath to be light blue or else the ends sleeved with blue heat shrink tubing.
- III. Cable cores to be marked, although colour coding of cable cores can be applied and the actual colour code will be mutually agreed before cables are ordered.

Cable Testing

General

- (a) Immediately after cables are laid and before connection, all cables shall be checked for polarity, continuity and insulation resistance using proper test equipment. The bidder shall furnish the maintenance manager with test certificates for all cables.
- (b) Underground cables shall be tested before backfilling commences.
- (c) The bidder shall check the electrical supply to ensure that the correct supply, AC or DC, and the correct voltage is being fed to the instrument before it is commissioned.
- (d) Special attention shall be given to testing the shielding of cables and wires to ensure continuity of such screening and earth.
- (e) Reference is to be made to the Section PSX4.3 hereof for specific requirements for cable testing.
- (f) For each cable drum the manufacturer must complete a "CABLE TEST CERTIFICATE".

Thermocouple cables must not be Meggered for continuity. The continuity and insulation is to be tested using a suitable method that will not damage the cable insulation. Details of the test method used are to accompany the cable test certificate.

Test Details (Power and Control Cables)

Use a 500V D.C. Megger for 600/1000V cables and a 2500V DC Megger for 6kV/11kV cables to measure the following cable parameters: -

- (a) Phase - phase - greater than 90 Mohm
- (b) Phase - neutral - greater than 90 Mohm
- (c) Phase - earth and/or armouring - greater than 90 Mohm
- (d) Neutral to earth - greater than 90 Mohm

In addition, check for continuity of every conductor. All values to be recorded on the Test Certificates.

Cable Identification

- (a) It will be the bidder's responsibility to correctly identify the cable type required on the cable schedule before installation. Cross referencing shall be done to verify the following parameters: number and colour of cores/pairs, core/pair strand details, screen wires, armouring, (SWA or DEKABON or equivalent) and cable outer sheath colour.
- (b) Reference is to be made to the Cable Schedule column 1 "Cable No." which will be used to reference all cables (14/18).
- (c) Cables shall be identified with the "Cable No." and the "To" or "From" as on the cable schedule with stainless steel embossed tags at either end. The appropriate "To" or "From" will be to permit identification of what the cable is connected to. Hence at the "From" location the cable will have a tag indicating the "Cable No." and the "To" description.
- (d) Cables must be identified after completing continuity tests and prior to commissioning.
- (e) SPECIAL NOTE: Payment will only be made for those cables which are identified and have completed test certificates.
- (e) All wire numbers shall be CRITCHLEY or equal approved and of the interlocking, marking ferrule type and the numbering shall be consistent with that indicated on the drawings.
- (g) All equipment shall be checked to ensure it has been correctly identified and tagged.

Cable Terminations

All cable terminations shall be done in accordance with the "**Code of Practice for the Wiring of Premises**" **SANS 10142-1 latest edition** and the "**Classification of hazardous locations and the selection of electrical apparatus for use in each locations**" **SANS 10108 latest edition** (as amended). All cables shall be tested in accordance with **SANS 1507**

As a rule, the following gland types (CCG or equivalent) will be used.

GLAND TYPE	CABLE TYPE	LOCATION	AREA CLASSIFICATION
CW	PVC SWA	Outdoor (use Neoprene Shroud)	Safe
A2	FLEXIBLE	In and Outdoor (Use Neoprene Shroud)	Safe
A2E	FLEXIBLE	In and Outdoor (Use Neoprene Shroud)	Ex e
E1W	PVC SWA	Outdoor	Ex d
FLP + screw on earth tag	PVC SWA	Outdoor Ex e PVC SWA In and Outdoor (Use Neoprene Shroud)	Ex d
FLP-TR + screw on earth tag	FLEXIBLE	In and Outdoor (Use Neoprene Shroud)	Ex d
FLP Hose	FLEXIBLE + Outer Sheath (i.e. SPRAGUE tubing)	Outdoors	Ex d
POSISEAL	PVC SWA	Corrosive Environment IP68	Ex e
POSIGRIP	FLEXIBLE	Corrosive Environment IP68	Ex e

Light Switches In Hazardous Areas

Light Switches, as detailed in the Schedule of Quantities, shall be EEx de, non-lockable. Required contacts are 2 x N/O and provision for a label and a PE terminal is also necessary. Alternatively, a 3 pole motor isolator can be used.

Earthing

Although provision is made in the Schedule of Quantities for the earth conductors, it must be brought to the Bidder's attention, the importance of effectively earthing ALL field equipment, junction boxes, motors, structures etc.

The Earthing infrastructure shall essentially comprise but not be limited to the following main areas:

An earth spike is to be installed adjacent to the tank bund.

An insulated copper earth conductor is to be bonded to the tank and to the generator control panel.

B. 500 litre diesel bowser trailer.

On delivery of the diesel fuel bowser to be ready for use. The diesel fuel bowser shall also be registered with the relevant Local Traffic Authority, the number plate and licence disk installed as per requirements of the

national road traffic act. On delivery the required licensing and registration papers shall be handed to the Maintenance Manager. All wheel nuts tank, delivery system clamps, filters towing system bolts and nuts to be checked for tightness.

6. Shutdown and Access to Equipment

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible during night working hours. However, it should be noted that airport operations would be given priority in this regard.

Abbreviation	Meaning given to the abbreviation
MVA	Mega Volt Ampere
HVAC	Heating, ventilation and air conditioning
LV	Low Voltage
kV	Kilo Volt
A	Amps
KVA	Kilo Volts Ampere
HV	High Voltage
RMU	Ring Main Unit
ACSA	Airports Company South Africa
KPA	King Phalo Airport

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act (OSHACT 6 of 1983)		
Environmental requirements		
Site regulations and access control: The ACSA permit system procedure		
<u>Technical specifications:</u>		
SANS 10142-1		
SANS 10108		
SANS 10089		
SANS 1507		
SANS 044		
SANS 455		
SANS 10131		
SANS 1200 HA		
SANS 1200		
SANS 1200 LC		
IP Model Code: Part 15		

4. Constraints on how the *Contractor* Provides the Works

4.1 Meetings

A contractor will be required to attend risk reduction meetings with the representative of Airports Company South Africa. In these meeting, the contractor will be reporting on the progress, constrains and any other issues pertaining to the project. Minutes will be recorded and distributed by the representative will be held on site at King Phalo Airport.

4.2 Use of standard forms

All NEC forms shall be used as stipulated in the NEC 3 clauses.

4.3 Invoicing and payment

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

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

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

The Contractor shall submit his claims for payment for work performed, and material costs upon completion of the Services to Airports Company South Africa Limited for certification/approval.

Subject to any special provisions in the Specification and subject to any deductions which Airports Company South Africa Limited may be authorised to make under the terms of the Agreement, the Contractor shall be entitled to payment upon certification.

Payments of the amounts so certified shall be made to the Contractor by Airports Company South Africa Limited within 30 days after date of statement from the Contractor.

EMEs = 7 days

QSEs = 14days

When must claim be submitted – Patrick to check with Finance

4.4 Records of Defined Cost

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

4.5 BBBEE and preferencing scheme

None

4.6 Facilities to be provided by the *Contractor*

Temporary site office by means of container

4.7 Title to material from excavation and demolition

N/A

4.8 Design by the *Contractor*

The Contractor is required to design the bund wall that will suit the required capacity of the tank.

5. Requirements for the programme

The Contractor is required to submit a program for approval within 14 days of the award of this contract. This program shall be subject to discussion and review by the Project Manager prior to acceptance.

The Contractor's proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Project Manager. The program shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (All routes as stipulated under scope of works) for each element of the Works. Sufficient detail shall be provided to enable the Project Manager to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.
- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

- (v) Other information specifically required by the Project Manager

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and its effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators.
- (iv) The accommodation and safeguarding of public and traffic.
- (v) Dealing with, altering and installing services.
- (vi) The reasonable requirements and programmes of the Employer.
- (vii) All other actions required in terms of this contract.

The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The detailed traffic and installation accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Project Manager

Minor revisions to the approved program may be introduced from time to time by mutual agreement between the Employer, the Contractor, and the Project Manager. Should the Project Manager believe that a major revision of the program is required, the Contractor will be notified in writing and a revised program shall be submitted within one week of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive program giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the program, since the approved program may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

6. Services and other things provided by the *Employer*

- a. The Employer will make available a potable water connection for domestic purposes only. The Contractor shall supply all connections and distribution pipes as necessary plus a meter and shall bear all costs in connection therewith.

The Contractor will bear the cost of water consumed.

- b. The Employer will only be able to make a single phase, 220 V, power supply available to the Contractor for domestic purposes. The contractor shall be liable for all costs associated with transferring power to the required locations, the provision of a meter and the cost of power consumed.

The Contractor shall make his own arrangements for his construction power supply requirements as necessary.

The Contractor will bear the cost of electrical power utilised.

- c. A suitable area will be made available to the Contractor for his camp. The Contractor shall provide a suitable fence around his camp in order to define its boundaries clearly.

C4: Site Information

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

1. Access limitations

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will form part of staff that will be executing the works shall be issued with permits. The project will take place at the electrical complex, terminal building and fire station tank the electrical kiosks, all construction vehicles will gain access via delivery gate, escorted by ACSA.

The contractor's personnel will not be permitted at the restricted areas without the necessary permits and reflective jackets.

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

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

The contractor must cater for any possible nighttime work, work over weekends and on public holidays as well as all statutory requirements in this regard. Working hours must be agreed between Airports Company South Africa Limited and the contractor. Nighttime refers to the time just after last flight and the first flight on the next day when there is lesser activities at the airport.

Night working hours are normally between 19h:15 – 07h:00 and day work refers to anytime between 07h:00 to 19h:00.

3. Hidden and other services within the *site*

There are optic fibre and two main airport 11kv electric supply cables from BCMM switch house between the main electrical complex and fuel depot.

There is also power and optic fibre cable for the camera monitoring equipment between the main electrical complex and fuel depot.

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

- The Contractor will execute the works at the Main Electrical Complex,