



NEC3 Engineering & Construction Contract

Between Airports Company South Africa
(Registration no: 1993/004149/06)

and [Insert at award stage]
(Reg No. _____)

**for DESIGN, CONSTRUCT AND COMMISSION FUEL STOCK
MANAGEMENT SOLUTION ACROSS ACSA FIVE
REGIONAL AIRPORTS. SOLUTION TO HAVE WEB-BASED
FUEL MONITORING FUNCTIONALITACROSS ACSA FIVE
REGIONAL AIRPORTS AT GEORGE, KING PHALO, BRAM
FISCHER, KIMBERLEY AND UPINGTON AIRPORTS, FOR
A PERIOD OF 7 MONTHS.**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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Part C1 Agreements and Contract Data

C1.1 Form of Offer & Acceptance

Offer

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

DESIGN, CONSTRUCT AND COMMISSION FUEL STOCK MANAGEMENT SOLUTION ACROSS ACSA FIVE REGIONAL AIRPORTS. SOLUTION TO HAVE WEB-BASED FUEL MONITORING FUNCTIONALIT AT GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS, FOR A PERIOD OF 7 MONTHS.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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 *Vendor-Partner* 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.

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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 *Vendor-Partner* 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:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 Vendor-Partner 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 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 original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

Part C1 Agreements and Contract Data

C1.2a: Contract Data Provided by the Employer

Part one - Data provided by the *Employer*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	Main Option	A: Priced contract with Activity Schedule
	Dispute resolution Option and Secondary Options	W1: Dispute Resolution Procedure
		X1: Price Adjustment for Inflation
		X2: Changes in the Law
		X3: Multiple Currencies
		X4: Parent Company Guarantee
		X5: Sectional Completion
		X7: Delay Damages
		X13: Performance Bond
		X15: Limitation of <i>Vendor-Partner's</i> liability for design to reasonable skill and care
		X16: Retention
		X17: Low Performance Damages
		X18: Limitation of Liability
		X20: Key Performance Indicators
		Z: <i>Additional Conditions of Contract</i>
		of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa

Address		Registered office at 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
10.1	The <i>Project Manager</i> is:	TBD
10.1	The <i>Supervisor</i> is	TBD
11.2(13)	The <i>works</i> are for the	DESIGN, CONSTRUCT AND COMMISSION FUEL STOCK MANAGEMENT SOLUTION ACROSS ACSA FIVE REGIONAL AIRPORTS. SOLUTION TO HAVE WEB-BASED FUEL MONITORING FUNCTIONALITY GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS, FOR A PERIOD OF 7 MONTHS.
11.2(14)	The following matters will be included in the Risk Register	• Availability of As Built information • Access to Site – implementation timing, • Access to Site - routing and logistics • Site Constraints and Constructability • Long lead items • Procurement Delays • Prices changes or fluctuations • Project Program delay • Payment delay • Current Equipment safe disposal • Load bearing capacity on existing infrastructure • Project not delivered within constraints of scope, cost, time, and quality
11.2(15)	The <i>boundaries of the site</i> are	All ACSA Local Airports: • Bram Fischer International Airport (BFIA) • Upington International Airport (UPN) • King Phalo Airport (KPA) • George Airport (GRJ) • Kimberly Airport (KIM)
11.2(16)	The Site Information is in	Part C4: Site Information
11.2(19)	The Works Information is in	Part C3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) days
13.6	The <i>period of retention</i> is	2 years following Completion or earlier termination of a contract

2	The <i>Vendor-Partner's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Vendor-Partner</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	18 months upon signing the contract	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	[•]
		2	[•]
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 All sites	Upon signing of the contract
31.1	The <i>Vendor-Partner</i> is to submit a first programme for acceptance within	By the tender closing date and the revised program within Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is		
32.2	The <i>Vendor-Partner</i> submits revised programmes at intervals no longer than	Four (4) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Vendor-Partner</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.	
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) consecutive weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	Four (4) weeks	
	except that the <i>defect correction period</i> for	Anything affecting functional use of the security detection system, full body scanners, trace detection with Automated Tray Return (ATR) & Centralized Screening System for Hand Baggage is two (2) weeks	
	and the <i>defect correction period</i> for	Anything rendering security detection system, full body scanners, trace detection with Automated Tray Return (ATR) & Centralized Screening System for Hand Baggage unserviceable is one (1) week	
47	The <i>Vendor-Partner</i> submits a quality plan for acceptance within:	Preliminary quality plan to be submitted by tender closing date and the revised quality policy statement and quality plan to be submitted within two (2) weeks of the Contract Date.	
5	Payment		

50.1	The <i>assessment interval</i> is	Every four (4) weeks, on the 25 th day of each successive month. The Public Finance Management Act (PFMA) does not permit State Owned Companies to make upfront payments unless it is a contractual obligation to do so.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Four to six (4-6) weeks after the receipt of the tax invoice and signed payment certificate
51.4	The <i>interest rate</i> is	(i) 0.00 percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by Nedbank Bank Limited; and (ii) the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.

6 Compensation events

60.1(13)	The place where weather is to be recorded is: The <i>weather measurements</i> to be recorded for each calendar month are, The <i>weather measurements</i> are supplied by The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: and which are available from:	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 09:00 hours South African Time and these measurements: South African Weather Services All ACSA Local Airports: • Bram Fischer International Airport • Upington International Airport • King Phalo Airport • George Airport • Kimberly Airport the Vendor-Partner is to obtain the weather measurements from the South African Weather Bureau. The Vendor-Partner appends the weather measurements as Annexure A to this contract.
60.1(13)	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	the Vendor-Partner is to obtain the weather measurements from the South African Weather Bureau. The Vendor-Partner appends the weather measurements as Annexure A to this contract.

7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	Refer to ACSA insurance clauses in Part C1.6 of the Contract Data.
81.1	The Vendor-Partner's Risk	Add: <i>Definition of Force Majeure -</i> <i>The following additional conditions must satisfied:</i> <i>(1) The Vendor-Partner has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and</i> <i>(2) The Vendor-Partner has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i> <i>(3) The Vendor-Partner has reported all threats and unlawful conduct to the South African Police Service; and</i> <i>(4) The Vendor-Partner has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i> <i>(5) The Vendor-Partner has ensured that the court order is enforced.</i>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	See Part C1.6 of the Contract Data provided by the Employer.
84.1	The <i>Employer</i> provides these additional insurances	See Part C1.6 of the Contract Data provided by the Employer.
84.1	The <i>Vendor-Partner</i> provides these additional insurances	See Part C1.6 of the Contract Data. provided by the Employer. The insurances are in the joint names of the Parties and provide cover for events which are at the Vendor-Partner's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Vendor-Partner</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Vendor-Partner</i> deems necessary in addition to that provided by the <i>Employer</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Vendor-Partner</i> 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 and the <i>Vendor-Partner's</i> common law liability for people falling outside the scope of the Act.

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
10	Data for main Option clause			
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
11	Data for Option W1			
W1.1	The <i>Adjudicator</i> is (Name)	The person selected from the panel of adjudicators listed in Annexure B of this Contract Data, by the party intending to refer a dispute to him.		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Johannesburg, South Africa.		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	The closing date for submission of Tenders.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		[•]	non-adjustable	
	Total	1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified		

	elsewhere in this Contract Data.			
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Vendor-Partner</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X5	Sectional Completion	All works at all sites shall be completed as per the agreed upon program upon signing the contract		
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	<i>Completion date</i>
		1.All site	As per the works in 11.2(13)	All works at all sites shall be completed as per agreed program and within 18 months upon signing the contract by ACSA
X5 & X7	Sectional Completion and delay damages used together	Amount per day is 0.05%, to the maximum of 10% of the Contract value.		
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Any Airport / Site	Amount per day is 0.05%, to the maximum of 10% of the Contract value.
	Remainder of the <i>works</i>		Overall Works Programme	Amount per day is 0.05%, to the maximum of

			10% of the Contract value.
	The total delay damages payable by the <i>Vendor-Partner</i> does not exceed:	10% of the Contract value.	
X7	Delay damages (but not if Option X5 is also used)		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.05% per day up to a limit of 10% of the contract value.	
X13	Performance bond		
X13.1	The amount of the performance bond is	10% of the contract value	
X15	Limitation of the <i>Vendor-Partner's</i> liability for his design to reasonable skill & care		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X16	Retention		
X16.1	The <i>retention free amount</i> is	R0.00 (Zero Rand)	
	The <i>retention percentage</i> is	5% of the Contract value. 2.5% will be released at Completion of the works and the remaining 2.5% will be released after the Defects Period.	
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	Amount	Performance level
		0.1% of contract value per day with a limit of 10% of the contract value	For delays of not finishing as per agreed upon schedule and approved program.
X18	Limitation of liability		
X18.1	The <i>Vendor-Partner's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue	
X18.2	For any one event, the <i>Vendor-Partner's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total loss and/or damage caused to the employer's property	
X18.3	The <i>Vendor-Partner's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices	
X18.4	The <i>Vendor-Partner's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract other than for the additional excluded matters.	
		The <i>Vendor-Partner's</i> total liability for the additional excluded matters is not limited.	
		The additional excluded matters are amounts for	

		which the <i>Vendor-Partner</i> is liable under this contract for • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • 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 <i>end of liability date</i> 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) for any other matter.
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	One (1) months
Z	The <i>Additional conditions of contract</i> are	Z1 to Z24 below.
	AMENDMENTS TO THE CORE CLAUSES	
Z1	Interpretation and 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.	
Z1.2	Add the following as a new core clause 12.5:	
Z1.2.1	In this contract:	
Z1.2.1.1	references to any Party to the Contract include its successors or permitted assigns;	
Z1.2.1.2	references to the Vendor-Partner include the obligations of its personnel;	
Z1.2.1.3	the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;	
Z1.2.1.4	references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;	
Z1.2.1.5	references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;	
Z1.2.1.6	references to "month" means a calendar month;	
Z1.2.1.7	headings are for convenience only and are not taken into consideration in the interpretation of the	

	Contract;
Z1.2.1.8	where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
Z1.2.1.9	any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
Z1.2.1.10	references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
Z1.2.1.11	the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
Z1.2.1.12	the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
Z1.2.1.13	words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
Z1.2.1.14	references to a " <i>subsidiary</i> " or a " <i>holding company</i> " is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and " <i>affiliate</i> " is any company that is under common control with such subsidiary or holding company;
Z1.2.1.15	time is of the essence in the performance of the parties' respective obligations.
Z2	The Project Manager and Supervisor: add the following at the end of core clause 14.2:
Z2.1	The Project Manager and the Supervisor may take an action which they have delegated.
Z3	Early Warning: add the following at the end of core clause 16.2:
Z3.1	The Vendor-Partner ensures that a Subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
Z4	Providing the Works: Delete core clause 20.1 and replace with the following:
Z4.1	The <i>Vendor-Partner</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
Z5	Subcontracting:
Z5.1	The following clause is added as a new core clause 26.4: "Within 5 days of request by the <i>Project Manager</i> , the <i>Vendor-Partner</i> provides proof to the <i>Project Manager</i> that the <i>Vendor-Partner's</i> payment obligations towards its Subcontractors have been discharged. Failure by the <i>Vendor-Partner</i> to provide such proof to the satisfaction of the <i>Project Manager</i> entitles the <i>Employer</i> to instruct the <i>Project Manager</i> to certify payment directly to any such Subcontractor and the <i>Vendor-Partner</i> shall have no recourse to recover such amounts from the <i>Employer</i> . Such direct payment do not create privity of contract between the <i>Employer</i> and such Subcontractor. The <i>Employer</i> may recover such direct payment from the <i>Vendor-Partner</i> ."
Z6	Other responsibilities: add the following at the end of core clause 27:

Z6.1	The <i>Vendor-Partner</i> has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.
Z6.2	The <i>Vendor-Partner</i> is responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> are rectified by the <i>Vendor-Partner</i> at the <i>Vendor-Partner's</i> own costs.
Z7	Acceleration: add the following new provisions at the end of core clause 36:
Z7.1	The Project Manager's reply is either:
Z7.1.1	A notification that the quotation is accepted, in which case, the <i>Project Manager</i> changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
Z7.1.2	A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
Z8	Extending the defects date: add the following as a new core clause 46:
Z8.1	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> .
Z8.2	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.
Z8.3	The <i>Project Manager</i> notifies the <i>Vendor-Partner</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.
Z9	Quality Management System: add the following as a new core clause 47:
Z9.1	The <i>Vendor-Partner</i> implements and maintains a quality management system with the requirements stated in the Works Information.
Z9.2	Within the period stated in the Contract Data, the <i>Vendor-Partner</i> provides the <i>Project Manager</i> with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the <i>Vendor-Partner</i> to Provide the Works.
Z9.3	If any changes are made to the quality plan, the <i>Vendor-Partner</i> provides the <i>Project Manager</i> with the changed quality plan for acceptance.
Z9.4	The <i>Project Manager</i> may instruct the <i>Vendor-Partner</i> to correct a failure to comply with the quality plan. This instruction is not a compensation event.
Z10	Assessing the amount due:
Z10.1	Delete the second bullet point of core clause 50.1 and replace with the following: "within thirteen weeks of termination of this Contract"
Z11	Final assessment: add the following as a new core clause 53:
Z11.1	The <i>Project Manager</i> makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
Z11.2	An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.
Z11.3	The assessment of the final amount due is changed to include any agreement the Parties reached

	and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.
Z12	Notifying compensation events:
Z12.1	Delete the last sentence in core clause 61.3 and replace with the following: “If the <i>Vendor-Partner</i> does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the <i>Employer</i> is absolved from all liability in relation to such event.”
Z13	Assessing compensation events:
Z13.1	The following is added at the end of core clause 63.4: “the <i>Vendor-Partner</i> shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”
Z14	Termination
Z14.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
AMENDMENTS TO THE SECONDARY OPTION CLAUSES	
Z15	Changes in Law: Add the following clause to secondary option X2 as X2.2:
Z15.1	A change in law is defined as:
Z15.1.1	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income
Z15.1.2	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the <i>Vendor-Partner</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Vendor-Partner</i> , any Subcontractor or any affiliate to the <i>Vendor-Partner</i> .
Z16.	Delay damages: add the following to secondary Option X7 (if applicable in this contract)
Z16.1	If the amount due for the <i>Vendor-Partner's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Employer</i> may, at its sole discretion, terminate the <i>Vendor-Partner's</i> obligation to Provide the Works.
Z16.2	If the <i>Employer</i> terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table
Z17	Performance Bond
Z17.1	Amend the first sentence of clause X13.1 to read as follows: The <i>Vendor-Partner</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Part 1.3 of the Contract Data.
Z17.2	Add the following new clause as Option X13.2: The <i>Vendor-Partner ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Vendor-Partner</i> extends the validity of the performance bond until the

	end of the <i>contract period</i> . If the <i>Vendor-Partner</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
Z18	Limitation of liability: Insert the following new clause as Option X18.6:
Z18.1	The <i>Employer's</i> liability to the <i>Vendor-Partner</i> for the <i>Vendor-Partner's</i> indirect or consequential loss is limited to R0.00.
Z18.2	Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the <i>Vendor-Partner</i> in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Vendor-Partner</i> shall be excluded from the calculation of the limitations of liability listed in the contract.
	ADDITIONAL Z CLAUSES
Z19	Cession, delegation and assignment
Z19.1	The <i>Vendor-Partner</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Vendor-Partner</i> .
Z19.2	The <i>Employer</i> may, on written notice to the <i>Vendor-Partner</i> , cede and delegate its rights and obligations under this contract to any person or entity.
Z20	Joint and several liability
Z20.1	If the <i>Vendor-Partner</i> 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 <i>Employer</i> for the performance of the Contract.
Z20.2	The <i>Vendor-Partner</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Vendor-Partner</i> on their behalf.
Z20.3	The <i>Vendor-Partner</i> 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 <i>Employer</i> .
Z21	Ethics
Z21.1	The <i>Vendor-Partner</i> undertakes:
Z21.1.1	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;
Z21.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z21.2	The <i>Vendor-Partner's</i> breach of this clause constitutes grounds for terminating the <i>Vendor-Partner's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Vendor-Partner</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z21.3	If the <i>Vendor-Partner</i> 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 <i>Employer</i> , the <i>Employer</i> 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.

Z22	Confidentiality
Z22.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Vendor-Partner</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z22.2	If the <i>Vendor-Partner</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z22.3	This undertaking shall not apply to –
Z22.3.1	Information disclosed to the employees of the <i>Vendor-Partner</i> for the purposes of the implementation of this agreement. The <i>Vendor-Partner</i> 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;
Z22.3.2	Information which the <i>Vendor-Partner</i> is required by law to disclose, provided that the <i>Vendor-Partner</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Vendor-Partner</i> 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;
Z22.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Vendor-Partner</i> , enters the public domain or to information which was already in the possession of the <i>Vendor-Partner</i> at the time of disclosure (evidenced by written records in existence at that time);
Z22.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z22.5	The <i>Vendor-Partner</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z23	Liens and Encumbrances
Z23.1	The <i>Vendor-Partner</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Vendor-Partner</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z24	Intellectual Property
Z24.1	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.
Z24.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z24.3	The <i>Vendor-Partner</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z24.4	The written approval of the <i>Vendor-Partner</i> is to be obtained before the <i>Vendor-Partner's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Vendor-Partner's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP.
Z24.5	The <i>Vendor-Partner</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ the claim ”), which arises out of or in relation to:

Z24.5.1	the <i>Vendor-Partner's</i> design, manufacture, construction or execution of the Works;
Z24.5.2	the use of the <i>Vendor-Partner's</i> Equipment, or
Z24.5.3	the proper use of the Works.
Z24.6	The <i>Employer</i> shall, at the request and cost of the <i>Vendor-Partner</i> , assist in contesting the claim and the <i>Vendor-Partner</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Vendor-Partner* may notify a compensation event.

Bram Fischer International Airport:

	Weather measurement				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

King Phalo Airport:

	Weather measurement				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Kimberley Airport

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Upington International Airport:

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

George Airport

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

Annexure B: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises. This panel is valid for a period of three years, commencing on 1 May 2020.

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

Part C1 Agreements and Contract Data

C1.2b Contract Data

Part two - Data provided by the *Vendor-Partner*

Notes to a tendering *Vendor-Partner*:

1. The Conditions of contract are selected from the NEC3 Engineering and Construction Contract (April 2013).
2. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)² 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 pages 152 to 154 of the ECC3 Guidance Notes.
3. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data
4. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Vendor-Partner</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	Only the Site Area. See Part C4: Site Information
24.1	The <i>Vendor-Partner's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

	3 Name: Job Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	18 Months upon signing the contract by ACSA
11.2(14)	The following matters will be included in the Risk Register	• Availability of As Built information • Access to Site – implementation timing, • Access to Site - routing and logistics • Site Constraints and Constructability • Long lead items • Prices changes or fluctuations • Project Program delay • Current Equipment safe disposal • Load bearing capacity on existing infrastructure • Project not delivered within constraints of scope, cost, time, and quality • Others by the Vendor-Partner
11.2(19)	The Works Information for the <i>Vendor-Partner's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
25.2	The <i>Employer</i> provides access to the following persons, places and things access to 1 All As-built Information & existing services 2 Relevant Engineering, Operational and Maintenance Personnel of ACSA	access date 1 Upon award of the project(s) 2 Upon award of the project(s)

Part C1 Agreements and Contract Data

Part C1.3: Forms of Securities

Pro forma Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Vendor-Partner* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract. Any changes to the pro-forma document must be approved in writing by the Employer.

Pro forma Parent Company Guarantee (for use with Option X4)

[To be reproduced exactly as shown below on the letterhead of the Vendor-Partner's Parent Company]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited
1 Jones Road, O.R. Tambo International Airport, Kempton
Park, Gauteng, 1632.

Date:

Dear Sirs,

Parent Company Guarantee for Contract No [insert]

In this Guarantee the following words and phrases shall mean:-

"**Contract**" means the construction contract entered into between the Employer and the Vendor-Partner [insert] (Contract Reference No. _____) and such amendments or additions to the Contract as may be agreed in writing between the parties

"**Vendor-Partner**" means [insert]

"**Employer**" means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa.

"**Expiry Date**" means [insert]

"**Guarantee**" means this this on demand, unconditional, irrevocable parent company guarantee, which is independent and/or separate from the underlying Contract.

"**Guarantor**" means [insert], duly registered in accordance with the laws of the [insert the country in which the parent company is incorporated]

I/We the undersigned

on behalf of the *Vendor-Partner's* parent company

of physical address

If, for any reason, the Vendor-Partner fails to provide the Works the Guarantor hereby undertakes to, in place of the Vendor-Partner, provide the Works at no additional cost to the Employer and indemnify the Employer against any additional losses, damages and expenses (including legal expenses) arising from or as a result of the Vendor-Partner's breach of the Contract.

If the Guarantor fails to comply with the terms of this Guarantee upon receiving written notice from the Employer, the Employer may itself procure such performance and the Guarantor shall indemnify the Employer for any additional costs or expense it incurs.

This Guarantee shall come into full force and effect on the date when the Contract comes into full force and effect and shall continue in full force and effect until all the Vendor-Partner's obligations and liabilities under the Contract have been discharged.

Upon expiration of this Guarantee, the Employer shall without any delay return this Guarantee to the Guarantor and all its liabilities in terms of the Contract shall be discharged.

The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Vendor-Partner, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Vendor-Partner and the Employer and/or between the Guarantor and Vendor-Partner; nor any alteration in the obligations undertaken by the Vendor-Partner or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Vendor-Partner (whether or not the Guarantor has notice thereof).

The Employer shall have the absolute right to arrange his affairs with the Vendor-Partner in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.

This Guarantee, with the required demand notice shall be regarded as a liquid document for the purposes of obtaining a court order.

The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions

of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____

[Insert Guarantor's stamp]

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited
1 Jones Road, O.R. Tambo International Airport, Kempton
Park, Gauteng, 1632..

Guarantor's reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Vendor-Partner] required in terms of contract [insert Vendor-Partner's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Guarantor"	means [insert]
1.2	"Guarantor's Address"	means [insert]
1.3	"Contract" means	means the construction contract entered into between the Employer and the Vendor-Partner (Contract Reference No. _____ and such amendments or additions to the Contract as may be agreed in writing between the parties.
1.4	"Vendor-Partner"	means [insert]
1.5	"Employer"	means the Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
1.6	"Expiry Date"	means the earlier of - the date that the Bank receives a notice from the Employer stating that all amounts due from the Vendor-Partner as certified in terms of the contract have been received by the Employer and that the Vendor-Partner has fulfilled all his obligations under the Contract, or - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum"	means [insert]
1.8	"Works"	means [insert]

2. The Guarantor's liability shall be limited to the Guaranteed Amount.

3. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Amount, whichever occurs first. The Project Manager and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. The Guarantor hereby acknowledges that:

- a. any reference in this Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship; and
 - b. its obligation under this Guarantee is restricted to the payment of money.
5. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total, upon receipt of a written demand delivered to the Guarantor's Address, stating that the Vendor-Partner is in breach of its obligations under the Contract (without being required to prove the nature of the breach and the amount claimed. The written demand shall be signed by the Employer and be accompanied by the original Guarantee.
6. Payment by the Guarantor, in terms of this Guarantee, shall be made within seven (7) calendar days upon receipt of the Employer's written demand to the Guarantor.
7. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Vendor-Partner, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Vendor-Partner and the Employer and/or between the Guarantor and Vendor-Partner; nor any alteration in the obligations undertaken by the Vendor-Partner or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Vendor-Partner (whether or not the Guarantor has notice thereof).
8. The Employer shall have the absolute right to arrange his affairs with the Vendor-Partner in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Vendor-Partner and under no circumstances shall be charged to the Employer by the Guarantor.
10. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
11. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
12. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
13. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining

provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____

[Insert Guarantor's stamp]

Pro forma Retention Money Guarantee (may be used when Option X16 applies)

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited
1 Jones Road, O.R. Tambo International Airport, Kempton
Park, Gauteng, 1632..

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor's reference number to be inserted]

Retention Money Guarantee: [Drafting Note: Name of Vendor-Partner to be inserted]

Project [●]

1. In this Guarantee the following words and phrases shall have the meaning stated:-

- 1.1 **"Contract"** means the construction contract entered into between the Employer and the Vendor-Partner (Contract Reference No. _____ and such amendments or additions to the Contract as may be agreed in writing between the parties.
- 1.2 **"Vendor-Partner"** means [insert]
- 1.3 **"Employer"** means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
- 1.4 **"Expiry Date"** means [insert]
- 1.5 **"Guarantee"** means this on-demand, unconditional, irrevocable advance payment guarantee, which is independent and/or separate from the underlying Contract.
- 1.6 **"Guaranteed Amount"** means the sum of [insert], being the total value of the advance payment made in terms of the Contract.
- 1.7 **"Guarantor"** means [insert]
- 1.8 **"Guarantor's Address"** mean [insert]

2. The Vendor-Partner is required to obtain a retention money guarantee under the Contract.

3. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total (the **"Demand Amount"**), upon receipt of a written demand delivered to the Guarantor's Address, stating that the Vendor-Partner has failed to carry out his obligation(s) to remedy

certain defects for which he is responsible under the Contract and, the nature of such defects (without being required to prove the nature of the breach and the amount claimed). The written demand shall be signed by the Employer and be accompanied by the original Guarantee.

4. The Guarantee Amount shall be reduced by 50% at the earlier of Completion of the whole of the Works and the date on which the Employer takes over the whole of the Works(as defined in the Contract). After receiving the Certificate of Completion from the Vendor-Partner the Guarantor shall promptly notify the Employer of the revised Guarantee Amount.
5. This Guarantee automatically comes into full force and effect on the signature date by the Guarantor and shall automatically expire 14 days after the assessment made at the Completion of the whole of the Works or the assessment after the Employer takes over the whole of the Works if this is before Completion of the whole of the Works.
6. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Vendor-Partner, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Vendor-Partner and the Employer and/or between the Guarantor and Vendor-Partner; nor any alteration in the obligations undertaken by the Vendor-Partner or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Vendor-Partner (whether or not the Guarantor has notice thereof).
7. The Employer shall be entitled to arrange its affairs with the Vendor-Partner in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Vendor-Partner or any variation under or to the Contract.
8. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Vendor-Partner and under no circumstances shall be charged to the Employer by the Guarantor.
9. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
10. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.

11. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
12. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____

[Insert Guarantor's stamp]

Part C1 Agreements and Contract Data

Part 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 Vendor-Partner/ subcontracted work may commence

The parties to this Agreement are:

Name of Organisation:

**AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT**

Physical Address:

**Airport Company South Africa
O.R. Tambo International Airport
Private Bag X1, Kempton Park
1627**

Hereinafter referred to as “Client”

Name of organisation:

Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Vendor-Partner”

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 Vendor-Partner or a Vendor-Partner 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 VENDOR-PARTNER) for unlawful acts or omissions of Mandatories (VENDOR-PARTNERS) 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 (Vendor-Partners) 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 Vendor-Partner'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 Vendor-Partner or Vendor-Partner 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 Mandatary undertakes to ensure that they and/or their Subcontractors if any and/or their respective employees will at all times comply with the following conditions:

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

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this

representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATORY

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

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 OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATORY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

DATE

Part C1 Agreements and Contract Data

Part C1.5: Environmental Terms and Conditions Agreement

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- 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 not be 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: - The name of the contracting waste company - Waste disposal site used

ISSUE	REQUIREMENT
	3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

Part C1 Agreements and Contract Data

Part C1.6: ACSA Insurance Clauses

The Insurance Clauses are enclosed in Annexure E of this contract.

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.

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

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

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration

or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

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

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

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

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

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The Contract Works SASRIA policy wording can be obtained from the SASRIA website

<http://www.sasria.co.za/> which notes the covers and policy exclusions.

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

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

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

Professional Duties do not include:

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

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

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

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

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance

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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 .

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c) Design & Construct Professional Indemnity Insurance

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

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

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

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

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

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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 cooperate 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.

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2. Insurance Effected by the Contractor.

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

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

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

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

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

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

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

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim.

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

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

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (a) and (c) be

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considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

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

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

h) Marine Cargo Insurance (If Applicable)

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

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

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

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

j) Miscellaneous Insurance

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

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably

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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

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

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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

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

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

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

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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 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
 - This Insurance Schedule is a generic term sheet generally applicable to the *Employer's* projects. In the circumstances:
 - o If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and

o If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.

• [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

(a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

i (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that 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.

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

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances 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's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.. Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(a) **INSURANCE OF CONTRACTORS 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.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

(ii) 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.

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

(b) enforce the compliance by Sub-Contractors with this clause where applicable."

Part C2: Pricing Data

Contents:	Title	No of pages
	This	
Part C2.1	Pricing assumptions: Option A	[2]
Part C2.2	The activity schedule	[6]
Part C2.3	Rate card	[2]

Part C2: Pricing Data

C2.1 Pricing Assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option A states:

Identified and defined terms	11 11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(27) The Price for Work Done to Date is the total of the Prices for • each group of completed activities and • each completed activity which is not in a group. A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
		(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering Vendor-Partner as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.
Function of the Activity Schedule

Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Vendor-Partner* Provides the Works in accordance with the Works Information". Hence the *Vendor-Partner* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

Clause 31.4 states that "The *Vendor-Partner* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Hence when compiling the *activity schedule*, the tendering Vendor-Partner needs to show each activity on the programme he submits with his tender.

Preparing the activity schedule

The tendering Vendor-Partner prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering Vendor-Partner to include particular activities which he has specified and requires the *Vendor-Partner* to identify them in his *activity schedule*.

- 1 Generally, it is the Vendor-Partner who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Vendor-Partner to include in his activity schedule and be priced accordingly.
- 2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the Vendor-Partner) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.
- 3 As the Vendor-Partner has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.
- 4 If the Vendor-Partner has decided not to identify a particular activity, the cost to the Vendor-Partner of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.
- 5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the Vendor-Partner estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 6 Hence the Prices tendered by the Vendor-Partner in the activity schedule are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk.
- 7 However, the Vendor-Partner does not have to allow in his Prices for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an Employer's risk event listed in core clause 80.1.
- 8 Installation includes all civil works, positioning, rigging, and placing at the appropriate site as per the design.
- 9 Supply includes all procurement, transportation, customs, taxes, and delivery to site.

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

Airport Training Courses

1. AIT (Airside Induction Training)
Initial – R 667.00 Excl. VAT
Refresher – R 506.00 Excl. VAT
2. General Security Awareness Training – R862 (Excl. Vat)

Permit Prices

OR Tambo International Airport:

Charges

Modify charges

Type	Charge
PERSONAL	
Penalty - Permit Left in Boarding Gate Card Reader	
Penalty	9742
Permanent	
1st Lost Permit	197
2 yrs Permanent Permit	270
2nd Lost Permit	395
Add Colour	197
Add Colour & Icon	285
Permanent Permit without clips & Cardholder	270
Personal /Tool Permit	358
Personal AVOP/Cell/Tools/Camera Permit	622
Personal AVOP/Cellphone Permit	446
Personal/AVOP Permit	358
Personal/Camera Permit	358
Personal/Cellphone Permit	358
Reprint	197
Personal Permit Without Clip& Cardholder	
VEHICLE	
3 days to 1 month	
Add on charge	
1 - 3 months	321
3 - 6 months	643
6 - 1year	1362
Add On Charge	4786
Permanent	
6mnths-1 Year	1429
Change of registration	53
Edit Vehicle Permit	53
Transponder	785
vehicle permit and Transponder	2241

Cape Town International Airport:

Discount for department Ramp Handling is: 0 %

TYPE	CHARGE	APPLY DISCOUNT	PAYMENT	INV NR
PERSONAL				
Penalty - Lost				
☐ clear radiobuttons				
☐ 1st Lost	560	☐	☐ A ☐ C	
☐ 2nd Lost	906	☐	☐ A ☐ C	
☐ ACSA Staff 1ste Lost	300	☐	☐ A ☐ C	
☐ ACSA Staff 2nd Lost	620	☐	☐ A ☐ C	
Permanent				
☐ clear radiobuttons				
☐ 1st Damaged Permit	450	☐	☐ A ☐ C	
☐ 2nd Damaged Permit	570	☐	☐ A ☐ C	
☐ Add Icon	270	☐	☐ A ☐ C	
☐ Add Zone/Colour	270	☐	☐ A ☐ C	
☐ Icon	70	☐	☐ A ☐ C	
☐ Personal Embassy Permit	310	☐	☐ A ☐ C	
☐ Personal Permanent Permit	270	☐	☐ A ☐ C	
☐ Personal Permit with 1 icon	340	☐	☐ A ☐ C	
☐ Personal Permit with 2 icons	410	☐	☐ A ☐ C	
☐ Personal Permit with 3 icons	480	☐	☐ A ☐ C	
☐ Personal Permit with 4 icons	550	☐	☐ A ☐ C	
☐ Personal Permit with 5 icons	620	☐	☐ A ☐ C	
☐ Personal Permit with 6 icons	690	☐	☐ A ☐ C	
☐ Personal Porter Permit	270	☐	☐ A ☐ C	
☐ Reprint	270	☐	☐ A ☐ C	
☐ Stolen Permit	270	☐	☐ A ☐ C	

Temporary

☐ clear radiobuttons

☐ 4 - 30 Days

300

☐

☐ A ☐ C

☐ Vehicle Temporary Permit 1 Day

138

☐

☐ A ☐ C

☐ Vehicle Temporary Permit 2 Days

138

☐

☐ A ☐ C

☐ Vehicle Temporary Permit 3 Days

138

☐

☐ A ☐ C

PARKING

Staff Parking

☐ clear radiobuttons

☐ Special SP Permits

0

☐

☐ A ☐ C

☐ Staff Parking

95

☐

☐ A ☐ C

☐ Taxi Parking

95

☐

☐ A ☐ C

TEMPORARY

OTHER

Penalties

☐ clear radiobuttons

☐ Cancelled but fail to return permits no longer in use

3420

☐

☐ A ☐ C

☐ Failure to cancel and return permits that no longer in use

5700

☐

☐ A ☐ C

☐ Failure to return visitors and temporary permits upon expiry

4560

☐

☐ A ☐ C

VISITOR

- ☐ Upgrade of Permit

Prorata Landside

- ☐ clear radiobuttons
- ☐ Landside Pro-rata
- ☐ Pro-rata 1 Icon
- ☐ Pro-rata 2 Icons
- ☐ Pro-rata 3 Icons

Temporary

- ☐ clear radiobuttons
- ☐ 1 Day
- ☐ 2 - 5 Days

VEHICLE

Contractors

- ☐ clear radiobuttons

Penalty Lost

- ☐ clear radiobuttons
- ☐ 1st Lost
- ☐ 2nd Lost

Permanent

- ☐ clear radiobuttons
- ☐ 1 - 3 Month Vehicle Add On Fee
- ☐ 1 - 3 Months Vehicle Permit
- ☐ 3 - 6 Months Vehicle Add On Fee
- ☐ 3 - 6 Months Vehicle Permit
- ☐ Change of registration
- ☐ Contractors 1 - 3 Months Vehicle Permit
- ☐ Contractors 4 - 6 Month Vehicle Permit
- ☐ Contractors Permanent Vehicle Permit
- ☐ Reprint of Vehicle Disc
- ☐ Vehicle Permanent Permit
- ☐ Vehicle Add-On Fee

per v ☐ ☐ A ☐ C ☐

270 ☐ ☐ A ☐ C ☐

0 ☐ ☐ A ☐ C ☐

70 ☐ ☐ A ☐ C ☐

90 ☐ ☐ A ☐ C ☐

110 ☐ ☐ A ☐ C ☐

270 ☐ ☐ A ☐ C ☐

270 ☐ ☐ A ☐ C ☐

1208 ☐ ☐ A ☐ C ☐

1380 ☐ ☐ A ☐ C ☐

1452 ☐ ☐ A ☐ C ☐

300 ☐ ☐ A ☐ C ☐

2900 ☐ ☐ A ☐ C ☐

595 ☐ ☐ A ☐ C ☐

138 ☐ ☐ A ☐ C ☐

520 ☐ ☐ A ☐ C ☐

1035 ☐ ☐ A ☐ C ☐

1975 ☐ ☐ A ☐ C ☐

138 ☐ ☐ A ☐ C ☐

1141 ☐ ☐ A ☐ C ☐

5105 ☐ ☐ A ☐ C ☐

Bram Fischer International Airport

PROPOSED CHARGES EFFECTIVE 1 Sept 2021			
TYPE OF PERMIT	CHARGE	VAT 15%	TOTAL AMOUNT
PERSONAL			
AVOP	R 59,92	R 8,99	R 68,90
	R -	R -	
AVOP 1ST LOST	R 119,83	R 17,97	R 137,81
AVOP 2ND LOST	R 236,51	R 35,48	R 271,99
	R -	R -	
CELL PHONE PERMITS	R 50,37	R 7,56	R 57,93
	R -	R -	
PENALTY – CELL PHONE PERMITS	R -	R -	
1ST LOST	R 119,83	R 17,97	R 137,81
2ND LOST	R 236,51	R 35,48	R 271,99
LOST PERMIT 3RD TIME – NO ISSUE	R -	R -	
	R -	R -	
PHOTO PERMIT WITH CARD HOLDER AND LANYARD	R 213,74	R 32,06	R 245,80
	R -	R -	
	R -	R -	
PHOTO PERMIT WITHOUT CARD HOLDER AND LANYARD	R 199,72	R 29,96	R 229,68
	R -	R -	
PENALTY	R -	R -	
LOST PERMIT 1st	R 332,87	R 49,93	R 382,80
LOST PERMIT 2nd	R 481,77	R 72,27	R 554,04
LOST PERMIT 3RD TIME – NO ISSUE	R -	R -	
	R -	R -	
DAMAGED CARD – REPRINT	R 119,83	R 17,97	R 137,81
UPGRADING CATEGORY	R 119,83	R 17,97	R 137,81
VEHICLE	R -	R -	
ADD ON CHARGE (new amount effective 1st July 2013)	R 4 447,70	667,155	R 5 114,86
1 YEAR	R -	R -	R -
TEMPORARY VEHICLE	R -	R -	
1 – DAY	R 35,91	R 5,39	R 41,29
2 DAYS	R 67,44	R 10,12	R 77,56
3 DAYS	R 98,99	R 14,85	R 113,84
1 – 3 MONTHS (DONE ON APIS)	R 249,65	R 37,45	R 287,09
4 – 6 MONTHS (DONE ON APIS)	R 493,17	R 73,98	R 567,14
6 – 12 MONTHS (DONE ON APIS)	R 999,46	149,91944	R 1 149,38
	R -	R -	
PENALTY	R -	R -	
LOST	R 1 851,78	277,76755	R 2 129,55
	R -	R -	
TEMPORARY	R -	R -	
	R -	R -	
PERSONAL TEMPORARY	R -	R -	
1 DAY	R 29,79	R 4,47	R 34,25
2 – 5 DAYS (LAMINATION AND CLIP)	R 41,48	R 6,22	R 47,71
6 DAYS AND OVER (WITH LAMINATION)	R 199,72	R 29,96	R 229,68
	R -	R -	
OTHER	R -	R -	
LAMINATION	R 4,54	R 0,68	R 5,22
STRING	R 10,00	R 1,50	R 11,50
CARD HOLDER	R 10,00	R 1,50	R 11,50
CROCODILE CLIP	R 4,54	R 0,68	R 5,22
		R -	
		R -	
		R -	
		R -	
COURSE	AMOUNT	VAT	TOTAL
AVOP COURSE	R 355,74	R 53,36	R 409,10
AVOP REFRESHER (2 YRS)	R 249,02	R 37,35	R 286,37
AIRSIDE INDUCTION	R 355,74	R 53,36	R 409,10
AIRSIDE REFRESHER	R 249,02	R 37,35	R 286,37

King Phalo Airport

Number	Type of Permit	Charge	Vat 14%	Total Amount
1.	Personal permit (2years)	R 225.71	R 33.86	R 259.56
2.	Temporary permit (1 day)	R 31.45	R 4.72	R 36.17
3.	Temporary permit (2 - 5 days)	R 43.80	R 6.57	R 50.37
4.	Temporary permit (6 days)	R 210.90	R 31.64	R 242.54
5.	Cell permit	R 53.19	R 7.98	R 61.17
6.	Temporary Vehicle (1 – day)	R 37.92	R 5.69	R 43.61
7.	Temporary Vehicle (2 – days)	R 71.22	R 10.68	R 81.90
8.	Temporary Vehicle (3 – days)	R 104.53	R 15.68	R 120.21
9.	Temporary Vehicle (1 – 3 - months)	R 303.17	R 42.44	R 345.61
10.	Vehicle (One Year)	R 1 055.44	R 147.77	R 1 203.21
11.	Vehicle (Add on charges)	R 3 581.04	R 501.34	R 4 082.38

Kimberly Airport

April 2021				
Permit Type	3,9% INCREASE	NEW INCREASED PRICES	Adjusted Prices (VAT Excluded)	Adjusted Prices (VAT Included)
AVOP Permit			52,81	60,73
Cell phone			44,39	51,04
Damaged Card Re-print			105,64	121,48
PERMANENT PERMITS				
Permanent Permits 2yrs without card holder			176,05	202,46
Permanent Permit - 2yrs with card holder and clip			188,40	216,66
Permanent Permit - 6 days and over without holder			176,05	202,46
Permanent Permit - 6 days and over with holder and clip			188,40	216,66
Upgrading Category			105,64	121,48
LOST PERMITS (ADDITIONAL TO PERMIT ISSUED)				
1st Lost Including AVOP			105,64	121,48
2nd Lost			208,48	239,75
TEMPORARY PERMITS				
1 Day			26,25	30,18
2 - 5 days with card holder and clip			33,96	39,06
2 - 5 days without card holder and clip			33,96	39,06
PERMANENT VEHICLE PERMITS				
1 Year			881,02	1 013,17
Change of registration			78,76	90,57
Edit Vehicle Permit			78,76	90,57
Add on permit costs			3 662,02	4 211,32
VEHICLE AIRSIDE PERMITS				
1 Day			31,66	36,41
2 Days			59,45	68,37
3 Days			87,24	100,33
1 - 3 Months			220,06	253,07
4 - 6 Months			434,71	499,91
6 - 12 Months			881,02	1 013,17
Lost Vehicle Permit			1 632,31	1 877,16
VPAF as at 31/07/2013				
6 Months permit (Add on fees / 2)			3 703,81	4 259,38
4 Months permit (Add on fees / 3)			1 851,90	2 129,69
3 Months permit (Add on fees / 4)			1 234,60	1 419,79
2 Months permit (Add on fees / 6)			925,95	1 064,84
1 Month permit (Add on fees / 12)			617,30	709,90
			308,65	354,94

Upington Airport

NEW PERMIT PRICES						
PERMIT TYPE	Duration	Old Price	Increase @ 5,6%	Excl. VAT	Vat @ 15%	New Rates
Personal Permit						
Personal visitors permit	1 day	R427,00	R450,91	R392,10	R67,64	R451,00
Personal Temporary permits	2 - 5 days	R427,00	R450,91	R392,10	R67,64	R451,00
Personal Permanent Permits	6 days - 2 yrs.	R229,00	R241,82	R210,28	R36,27	R242,00
Vehicle Permits						
Vehicle temporary permits	1 day	R41,00	R43,30	R37,65	R6,49	R43,00
Vehicle temporary permits	2 days	R70,00	R73,92	R64,28	R11,09	R74,00
Vehicle temporary permits	3 days	R111,00	R117,22	R101,93	R17,58	R117,00
Vehicle temporary permits	3 - 6mths	R540,00	R570,24	R495,86	R85,54	R570,00
Vehicle permanent permit	1 year	R1 216,00	R1 284,10	R1 116,61	R192,61	R1 284,00

Part C2: Pricing Data

C2.2 The *Activity Schedule*

Option A (refer to Works Information C3 for more details)

Part 1 – Preliminaries and General

All mounts to entered exclusive of VAT

A. Preliminaries and General

Item	Description	Qty (Hours or No. of people)	Rate (Rands)	Item Sub-Total
A.1	Safety File Compilation and Approval			
A.2	Contract insurance			
A.3	Airside Induction Training			
A.4	General Security Awareness Training			
A.4	BFIA Airport Permits including Induction and AVOP			
A.5	GRJ Airport Permits including Induction and AVOP			
A.5	KIM Airport Permits including Induction and AVOP			
A.6	KPA Airport Permits including Induction and AVOP			
A.7	UPN Airport Permits including Induction and AVOP			
A.8	BFIA Site Establishment			
A.9	GRJ Site Establishment			
A.10	KIM Site Establishment			
A.11	KPA Site Establishment			
A.12	UPN Site Establishment			
Preliminaries and General: Sub-Total A				

Part 2 – Project Execution

All amounts to be entered exclusive of VAT

B. Project Execution & Management				
B1. King Phalo Airport (KPA)				
Item	Description	Item Sub-Total	Quantity	Total
B1.1	Supply and install bridger offloading meter - Jet A1, an assessment of existing equipment is necessary to check compatibility with proposed solution			
B1.2	Supply and install Fueller Loading meter - Jet A1 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B1.3	Supply and install bridger offloading - Avgas 100 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B1.4	Supply and install Fueller Loading meter– Avgas 1 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B1.8	Supply and Install Tank Gauging for 4x Horizontal Tanks 83m3			
B1.9	Setup Automated stock management with web based monitoring			
KPA Project Execution: Sub-Total B1				
B2. Bramfischer International Airport (BFIA)				
B5.1	Supply and install bridger offloading meter - Jet A1			
B5.2	Supply and install Fueller Loading meter - Jet A1			
B5.3	Supply and install bridger offloading - Avgas 100			
B5.4	Supply and install Fueller Loading meter– Avgas 1			
B5.5	Supply and Install Tank Overfill Protection for 3x Vertical Tanks 2x 72m3 and 200m3			
B5.6	Supply and Install overfill Protection for Horizontal Tank 14m3			
B5.7	Supply and Install Tank Gauging for 3x Vertical Tanks 2x72m3 and 200m3			
B5.8	Supply and Install Tank Gauging for Horizontal Tank 14m3			
B5.9	Setup Automated stock management with web based monitoring			
BFIA Project Execution: Sub-Total B2				
B3. Kimberly Airport (KIM)				

B3.1	Supply and install bridger offloading meter - Jet A1			
B3.2	Supply and install Fueller Loading meter - Jet A1			
B3.3	Supply and install bridger offloading - Avgas 100			
B3.4	Supply and install Fueller Loading meter- Avgas 1			
B3.5	Supply and Install Tank Overfill Protection for 3x Vertical Tanks 73m3 each			
B3.6	Supply and Install overfill Protection for 2x Vertical Tanks 13m3 each			
B3.7	Supply and Install Tank Gauging for 3x Vertical Tanks 73m3 each			
B3.8	Supply and Install Tank Gauging for 2x Vertical Tanks 13m3 each			
B3.9	Setup Automated stock management with web-based monitoring			
KIM Project Execution: Sub-Total B3				
B4. George Airport (GRG)				
B4.1	Supply and install bridger offloading meter - Jet A1 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B4.2	Supply and install Fueller Loading meter - Jet A1 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B4.3	Supply and install bridger offloading - Avgas 100 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B4.4	Supply and install Fueller Loading meter- Avgas 1 - an assessment of existing equipment is necessary to check compatibility with proposed solution			
B4.7	Supply and Install Tank Gauging for 1x Horizontal Buried Tank 50m3			
B4.8	Supply and Install Tank Gauging for 4xHorizontal Tanks 83m3 each			
B4.9	Setup Automated stock management with web-based monitoring			
GRG Project Execution: Sub-Total B4				
B5. UPINGTON Airport				
B5.1	Supply and install bridger offloading meter - Jet A1			
B5.2	Supply and install Fueller Loading meter - Jet A1			
B5.3	Supply and install bridger offloading -			

	Avgas 100			
B5.4	Supply and install Fueller Loading meter– Avgas 1			
B5.5	Supply and Install Tank Overfill Protection for 3x Vertical Tanks 1000m3 each			
B5.6	Supply and Install overfill Protection for 4x Horizontal Tanks 14m3 each			
B5.7	Supply and Install Tank Gauging for 3x Vertical Tanks 1000m3 each			
B5.8	Supply and Install Tank Gauging for 4x Horizontal Tanks 14m3 each			
B5.9	Setup Automated stock management with web based monitoring			
UPN Project Execution: Sub-Total B5				
<u>Project Execution and Project Management</u>				
B10.1	Project Management Fees			
B10.2	KPA Project Execution: Sub-Total B1			
B10.3	BFIA Project Execution: Sub-Total B2			
B10.4	KIM Project Execution: Sub – Total B3			
B10.5	GRJ Project Execution: Sub-Total B4			
B10.6	UPN Project Execution: Sub-Total B5			
	<u>Project Execution and Management: Sub-total B</u>			

Part 3 – Commissioning and User Training

C. Operator Training					
Item	Description	No. of people to be trained	Price per Session	Qty of session	Total
C.1	King Phalo Airport (KPA)				
C.2	Bramfischer International Airport (BFIA)				
C.3	Kimberly Airport				
C.4	George Airport				
C.5	Upington Airport				
Operator Training: Sub-Total C					

Part 4 – Maintenance Training

D. Maintenance Training					
Item	Description	No. of people to be trained	Price per Session	Qty of session	Total
D.1	King Phalo Airport (KPA)				
D.2	Bramfischer International Airport (BFIA)				
D.3	Kimberly Airport				
D.4	George Airport				
D.5	Upington Airport				
Maintenance Training: Sub-Total D					

Part 5 – Project Close-out and Handover Documents

A list of handover documents and the required format is provided in the table below:

Handover Documents	Preferred Format
As-built drawings signed-off by relevant Professional Engineers or Professional Technologists	Hardcopy
Drawings	DWG+PDF
Installation certificate	PDF
Commissioning certificate and report	PDF
Acceptance certificate and report	PDF
Maintenance and Operating manuals	PDF
Datasheets of all equipment installed	PDF
List of critical spares	DWG+PDF
Certificate of compliance	PDF
Close out report	PDF+DOCX/DOC

E. Project Close-out and Handover Documents		
Item	Description	Item Sub-Total
E.1	King Phalo Airport (KPA)	
E.2	Bramfischer International Airport (BFIA)	
E.3	Kimberly Airport	
E.4	George Airport	
E.5	Upington Airport	
Project Close-out and Handover Documents: Sub-Total E		

Contract value

Below is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated using the activity schedule as provided above.

Estimated Contract Value for: DESIGN, CONSTRUCT AND COMMISSION FUEL STOCK MANAGEMENT SOLUTION ACROSS ACSA FIVE REGIONAL AIRPORTS. SOLUTION TO HAVE WEB-BASED FUEL MONITORING FUNCTIONALIT AT GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS FOR A PERIOD OF 7 MONTHS.

Description	Total (excluding VAT)
Sub-Total A: Preliminaries and General	R
Sub-Total B: Project Execution & Management	R
Sub-Total C: Operation Training	R
Sub-Total D: Maintenance Training	R
Sub-Total E: Project Close-out and Handover Documents	R
³ Grand Total: Estimated Contract Value	R

All mounts to entered exclusive of VAT. The Grand Total is the amount to be carried out to the Form of Offer.

³ This amount to be carried over to Form of Offer

Part C2: Pricing Data

C2.3 Rate Card

Each airport differs in its design and layout. A thorough assessment of each airport depot and apron asset needs to be conducted to ensure full comprehension of the scope of works.

The expectation is that most hot work-related activities can be executed outside operational area with limited plant interruptions which must be well planned in advance with the operator and the airport.

The refurbishment project will also require a combination of:

- equipment integration into existing equipment/area/spaces.
- safe decommissioning and removal of current equipment; and
- infrastructure modifications to ensure the new equipment is suitably positioned and connected.

A key work stream of this project will cover primarily mechanical, building electrical, and structural engineering. The winning bidder will, amongst other, assess the suitability of the current buildings to house the equipment; design structural supports and platforms to ensure the screening equipment fits in the current space without a structural issues ; and in some cases, install temporary infrastructure that will service an contingency plans while the main installation is being performed. Bidders are referred to the below tables to apply themselves to the typical building and structural activities to be performed. ACSA will, upon, finalising the list of prospective bidders will make additional detail available in this area.

To enable ancillary works a rate card is provided below. The rate card is provided as is, the Vendor-Partner should add any additional items identified. When work is carried for work not quoted for above the rate card will be used. This will be treated like a compensation event.

Rate Card for Ancillary Works

Description of Fuel Stock Management Solution at ACSA Regional Airports

Notes and Instructions:

- a) ACSA estimates for this work to attract the services of various CIDB graded Vendor-Partners. Depending on the scope at each airport, Vendor-Partners with ratings varying from CIDB 3 to CIDB 7 could be applicable for this work.
- b) The bidder is required to provide a Rand/hr rate for each of the disciplines below

All mounts to be entered exclusive of VAT:

Work Area	Ref No	Discipline	Rand/hr	Indication of where this discipline will be applied in the Fixed Plant Refurbishment Project
Mechanical Engineering	1	Mechanical Engineer		• Specification verification on flow requirements and meter sizing • Integration of new equipment to existing plant, material compatibility checks) • Manage production of updated drawings and sign off
Instrumentation and Control Engineering	5	Electrical Engineer		• Specification of overfill protection devices and ensure suitability for intended use. • Formulate Cause and effect diagram and manage system programming to existing infrastructure. • Manage integration to MCC
Safety and Risk	6	Safety and Risk Specialist		• Perform occupation risk assessment • Validate fitness for work for all Vendor-Partner Staff • Determine permit to work conditions per Airport • Assess/validate operations risk and continuity per Airport
	7	Commissioning Specialist		• Consider SA regulation regarding radio-activity levels and equipment decommissioning • Permission and Regulatory Approval for decommissioning, removal and disposal of equipment • Permit to work and live testing/monitoring
Project Management	8	Project Manager		• Cost, schedule and quality management • Issue management and communication • Interface management • Project reports
	9	Project Controller		• Invoice and cashflow management • Project documentation • Handover management program • VO documentation • WBS set-up and management
	10	Administrator		• Minutes, meeting, decision records
Commissioning	11	Commissioning Engineer		• Commissioning program per site • Prove equipment design at site • Reliability testing of equipment • Transfer of care-custody-and- control (TCC) to owner

Further rate cards for building, electrical and other works shall be provided.

Part C3: Scope of Work

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C3.1: EMPLOYER'S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

The bulk fuel storage facilities at ORTIA, CTIA, KSIA and CDSIA are owned by ACSA. Following approval of the revised Jet Fuel Strategy and granting of investment decisions by PPIC and EXCO bulk fuel storage facilities and into-plane assets at Regional Airports (Bram Fischer International, Upington, King Phalo, George and Kimberley Airports) were purchased from Engen and bp who previously owned and operated the assets.

We subsequently also received an investment decision to complete remedial works and refurbish the purchased assets at the Regional Airports to bring them to acceptable local and international standards.

The planned remedial and refurbishment projects seek to address critical minimum operating standard requirements, while addressing additional requirements in our strategy to automate critical processes in the fuelling activities.

Scope of application:

George – Review existing overfill protection solution, upgrade to include Automatic Tank Gauging. Scope covers 4x 83m³ aboveground horizontal tanks. Avgas tank is installed remotely on the airside with 50m³ underground tank, offloading pumpset and meter and curbside pump for aircraft fueling.

King Phalo – Review existing overfill protection solution, upgrade to include Automatic Tank Gauging. Scope covers 4x 83m³ aboveground horizontal tanks. 3x for Jet A1 and 1x for Avgas.

Kimberley – Identify state of the art Automated Tank Gauging solution, complete with into storage and out of storage metering, overfill protection. Solution to provide web based monitoring functionality while ensuring data security amongst different designated stakeholders . Site consists of 3x 73kl vertical tanks for Jet A1 and 2x13kl vertical Avgas tanks

Bram Fischer International Airport Identify state of the art Automated Tank Gauging solution, complete with into storage and out of storage metering, overfill protection. Solution to provide web based monitoring functionality while ensuring data security amongst different designated stakeholders. Site has 2x 72kl vertical ntanks, 1 x 200kl vertical tank for Jet A1 and 1x horizontal tank with 14kl capacity

Upington International Airport

Identify state of the art Automated Tank Gauging solution, complete with into storage and out of storage metering, overfill protection. Solution to provide web-based monitoring functionality while ensuring data security namongst different designated stakeholders. Site has 4x 14kl horizontal Avgas tanks and 3x vertical tanks 1mil capacity each.

To keep abreast with emerging aviation fuel quality standards and safety in operations, , this program entails infrastructure upgrade in a time bound manner to be able to:

- Provide back up power to ensure business continuity in case of main power failures
- Ensure compliance with latest JIG developments in as far as filtration is concerned
- Improve process flow and remove any dead legs in the system
- Improve lighting for night operations and improve safety for operators
- Improve fuel handling from custody transfer point of view and minimize operational losses associated with inaccuracies in the system.
- Limits overfill condition in the system and limit environmental exposures associated with overfill conditions
- Provide up to date plant layout for ease of reference in case of emergencies
- Improve Fire Fighting capability
- Improve system reliability .

1.2 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Works Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
AFC	Approved for construction
AVOP	Airside Vehicle Operating Procedure
CAA	Civil Aviation Authority
CATS	Civil Aviation Technical Standards
JMT	Joint Monitoring Team
PRT	Product Recovery Tank
OBL	Outside battery limits
JIG	Joint Inspection Group
IATA	The International Air Transport Association
OOG	Out of Gauge
SACAA	South African Civil Aviation Authority
VAT	Value Added Tax

The following terminologies are used in this Works Information

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting: Implementation Strategy	Once-off	Sites/Teams Meeting	<i>Employer, Vendor-Partner, Supervisor</i>
Risk register and compensation events	Weekly	Sites/Teams Meeting	<i>Employer, Vendor-Partner, Supervisor</i>
Overall contract progress and feedback	Monthly	Sites/Teams Meeting	<i>Employer, Vendor-Partner, Supervisor</i>

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, to discuss 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.

2.2 Documentation control

All communication is done via the designated personnel to be provided by the employer. All contractual documentation bears the contract number. Email is accepted as a means of communication, but all contractual communications are in the form of properly compiled NEC letters or forms attached to emails and not as a message in the email itself.

All correspondence between the Vendor-Partner and the employers designated personnel follows the following rules:

- 1) All letters bears the sender's signature.
- 2) Letters follows the numbering scheme described in point 7.
- 3) Correspondence sent via E-mail:
 - a. Sender
 - i. The letter is saved in PDF format and send as an attachment to the receiver.
 - ii. The email Subject field contains only the doc reference number as described in point 7.
 - iii. The e-mail body may contain informal text but is not contractually binding.
 - iv. Only the letter saved in PDF format is regarded as formal communication and legally binding.
 - b. Receiver
 - i. The receiver replies to the e-mail received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the Letter in PDF format.
 - ii. In the reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt". This acknowledgement of receipt is contractually binding and serves as proof that the letter was delivered to the receiver's address.
 - iii. When a reply to a letter is required, e.g., "Acceptance of documentation" the receiver now becomes the sender and the process under for a and b is followed with the receiver writing a new letter with a new reference number as described under point 7.
- 4) Correspondence delivered by hand:

- a. Sender - The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.
 - b. Receiver - The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender.
- 5) Correspondence by fax:
 - a. Sender – The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax. 6.2. Receiver - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.
- 6) Drawings and other technical document transmittals
 - a. Transmittals are numbered as described in point 7.
 - b. The same method as for letters described under point 4 is followed for transmittals.
- 7) All correspondence not transmitted with one of the methods described above will be deemed as informal communication. Only when a correspondence has been acknowledged for receipt by the receiver by way of points above will it be deemed contractually binding.

2.3 Health and safety risk management

The Vendor-Partner shall comply with the following health and safety requirements:

- Occupational health and safety Act and Regulations
- Compensation for occupational injuries and diseases Act
- All ACSA procedures that are applicable to the scope of work
- All applicable SANS codes relevant to the scope of work
- PUMA Energy Control of Work process and permit approval

The Vendor-Partner/Supplier shall, at all times comply with the Employer's health and safety and legal requirements as amended for the duration of the contract. In addition, the Vendor-Partner shall comply with the requirements contained in the SHE Specification. The Employer reserves the right to terminate the contract in the event that the Vendor-Partner/supplier has built up a history of poor performance or non-conformance in relation to matters or aspects of compliance with health and safety regulations, policies and/or procedures.

The Vendor-Partner ensures that its employees, agents, Subcontractors and mandatories comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1993, and all applicable regulations.

The Health and Safety specification is attached as Annex A in Part C5.1 of the Contract Data.

The Health and Safety Agreement is attached as Part C1.4 of the Contract Data. This Agreement shall be signed and return as part of tender returnables.

2.4 Environmental constraints and management

The Vendor-Partner must comply with the following requirements.

- Latest Environmental Management System (ISO 14001:2015)
- National Environmental Management Act (Act 107 of 1998)
- All ACSA procedures that are applicable to the scope of work

The ACSA Construction Environment Management Plan, MS 050 is attached as Annexure B, Part C5.2 of the Contract Data.

The Environmental Terms and Conditions Agreement is attached as Part C1.5 of the Contract Data. This Agreement shall be signed and return as part of the tender returnables.

2.5 Quality assurance requirements

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

Acceptance by the Employer of the Vendor-Partner's quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractor will not relieve the Vendor-Partner of his obligation to provide services which meet the requirements of the Contract.

2.6 Programming constraints

The Vendor-Partner shall provide the project schedule to the Project Manager, detailing all key dates to the projects, i.e., forecast start, forecast finish etc. The Vendor-Partner to take note that the different airports have different operating hours.

2.7 Vendor-Partner's management, supervision, and key people

The Vendor-Partner to attach the project team Organogram of the required project critical resources as per the functionality evaluation. The Vendor-Partner may should also indicate how the project team will be supported by the OEM personnel.

2.8 Invoicing and payment

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

Within two days of receiving a payment certificate from the Project Manager in terms of core clause 51.1, the Vendor-Partner 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 Vendor-Partner shall address the tax invoice to ___TBC___ and include on each invoice the following information:

Name and address of the Vendor-Partner and the Project Manager.
The contract number and title.
Vendor-Partner's VAT registration number.
The Employer's VAT registration number 4930138393.
Description of work done by cross reference to Project Manager's certificate.
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
(Add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.9 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Vendor-Partner is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Vendor-Partner* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Vendor-Partner by the Project Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Vendor-Partner does not affect the Employer's right to termination stated in this contract.

2.10 Training workshops and technology transfer

Technology and knowledge transfer shall take place through on-job training for the ACSA maintenance personnel shall begin during installation and commissioning, and it shall be followed by a formal training workshop through the use of maintenance manuals.

Training workshops and on-job training shall also be provided to the operators, and an operator manual shall be provided during handover.

Transfer of Information (Vendor-Partner to Employer) and Basic Training to use the system is required at commissioning and handover.

3 Engineering and the *Vendor-Partner's* design

This is a design and construction contract whereby the Vendor-Partner is expected to carry out design work and construction for a solution that meets ACSA's requirements. All the equipment and tools required to provide a comprehensive and working solution to ACSA shall be provided by the Vendor-Partner.

The Vendor-Partner shall keep insurances as detailed elsewhere in this contract including that of design liability.

3.1 Employer's design

No Employer's designs are specified. The Employers has provided the detailed scope of work with user requirements, functional requirements, as well as technical and performance required of what is expected of the solution for the Security Detection solution to be provided by the Vendor-Partner.

3.2 Parts of the works which the Vendor-Partner is to design

The following table lists the responsibilities for the design. The FIPDM process shall be followed.

DESCRIPTION	RESPONSIBILITY
Detailed design and related construction drawings for the whole solution	Vendor-Partner
Design temporary works Other	Vendor-Partner
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Vendor-Partner

3.3 Procedure for submission and acceptance of Vendor-Partner's design

The Vendor-Partner shall provide detailed design documents (design reports drawings, simulations, design calculations, layouts) detailing how the proposed solution meets ACSA's requirements to the Project Manager for his acceptance. The FIPDM process shall be followed.

3.4 Other requirements of the Vendor-Partner's design

The Employer shall provide to the bidders the Employer's requirements for document standards.

3.5 Use of Vendor-Partner's design

As per core Clause 22.1 of the NEC ECC Contract, April 2013.

3.6 Design of Equipment

As per Clause 23.1 of the NEC ECC Contract, April 2013.

Each airport differs in its design and traffic characteristics. The screening method applied should be a system that suits local conditions. Specific consideration must be made for both daily bag volumes and the highest 15-minute peak during each day.

The Vendor-Partner is expected to propose a project plan with timelines for the execution of the project as part of the tender returnable. This will be a framework plan. Upon receipt of the notice of award, the Vendor-Partner will be required to provide a level 3 activity schedule that corresponds to the time stipulated in the tender returnable. The project plan should ensure that 75% of the current processing capacity is always available for the peak operating hours of the airport during construction phase with respect to the site readiness and other aspects.

The liability for temporary works to ensure screening throughput rests with the Vendor-Partner. The Vendor-Partner must obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works will include the following:

- (a) Signage and markings for the surface movement of aircraft and vehicles
- (b) Electrical connections to maintain circuits for the safe operation of elements.

- (c) Placing and removal of barricades.
- (d) All facilities within the Vendor-Partner's construction camp. The site is to be negotiated with ACSA and shall:
 - be fenced off using 2,0 m high diamond mesh fencing material. The design shall comply with the
 - specifications where, provided in these documents and all statutory requirements such as the
 - Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.

3.7 Equipment required to be included in the works

The Vendor-Partner shall provide their own tools and equipment required to carry out the works.

3.8 As-built drawings, operating manuals, and maintenance schedules

The following documents shall be provided at project handover and close-out.

Item No	Description of Handover requirement	Requirement Met	
		Yes	No
1	As-built drawings signed-off by a Professional Electronic Engineer or Professional Electronic Technologist.		
2	Soft copies of drawings in DWG format		
3	Installation Certificate		
4	Commissioning certificate		
5	Acceptance certificate		
6	FMEA Report		
7	Maintenance and Operating Manuals		
8	List of Critical Spares (with OEM names and OEM part numbers)		
9	Warranty Documentation		
10	Certificates of Compliance		
11	CMMS Data & Proof of asset loading in CMMS		
12	Training records of Operator & Maintenance Personnel		
13	PDF Datasheets of all equipment installed		
14	PDF schedule of all equipment installed		

The preferred format is provided in the table below:

Handover Documents	Preferred Format
As-built drawings signed-off by relevant Professional Engineers or Professional Technologists	Hardcopy
Drawings	DWG+PDF
Installation certificate	PDF
Commissioning certificate and report	PDF
Acceptance certificate and report	PDF
Maintenance and Operating manuals	PDF
Datasheets of all equipment installed	PDF
List of critical spares	DWG+PDF
Certificate of compliance	PDF
Close out report	PDF+DOCX/DOC

4 Procurement

The Vendor-Partner shall obtain pre-approval for third party procurement from the employer for goods or services sourcing. All goods sourced on behalf of the employer are to be done as per contract and on agreed mark-up rates.

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

Where the Vendor-Partner 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 Vendor-Partner must build relationships with the various key OEM's.

The Vendor-Partner must adhere to all airport requirements regarding fire, health and safety when procuring replacement equipment or spares.

4.1 People

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

4.1.1 Minimum requirements of people employed on the Site

The Vendor-Partner shall provide a list of resources that are to be employed on site for this contract. A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager.

4.1.2 BBBEE and preferencing scheme

The Vendor-Partner maintains or improves the BBBEE level submitted during the tender phase of the contract.

4.2 Subcontracting

The Vendor-Partner 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 Vendor-Partner shall also ensure that the Sub-Vendor-Partner complies with all the requirements as contained in the Contract Documentation and in particular the Safety Plan, Environmental Management Plan and Operational procedure requirements.

The Vendor-Partner shall keep insurances as detailed elsewhere in this contract including that of Subcontractors.

4.2.1 Preferred Subcontractors

There are no nominated Subcontractors required in the execution of these works.

4.2.2 Limitations on subcontracting

No part of this Contract may be subcontracted unless with written approval from the Project Manager, the Project Manager shall be under no obligation to grant such approval. Should any part of this contract be subcontracted the Vendor-Partner will be responsible for all Works (or failure to affect the Works) as if it was done so by the Vendor-Partner. Considerations for subcontracting will be entertained when specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

No more than 30% of this contract may be subcontracted.

4.3 Plant and Materials

4.3.1 Quality

The quality plan is per Clauses 47 and Z9. The preliminary quality plan shall be submitted by tender closing date and the revised quality policy statement and quality plan to be submitted within two (2) weeks of the Contract Date. The Vendor-Partner provides the Project Manager with a quality plan for acceptance.

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

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

4.3.2 Plant & Materials provided “free issue” by the *Employer*

The Employer provides no free issue Plant or Materials.

The Vendor-Partner shall ensure that all plant and material meets minimum safety standards and are fit for purpose. All the costs related to collection, delivery, storage, inspection, care, and control of plant and Materials must be for the Vendor-Partner. “All other Plant and Materials are to be provided by the Vendor-Partner”.

4.3.3 Vendor-Partner ’s procurement of Plant and Materials

All plants and material purchased by the Vendor-Partner will be retained by the Vendor-Partner at the end of the contract, unless paid for by the employer. All hired equipment shall be at cost plus mark up.

4.3.4 Spares and consumables

The Vendor-Partner shall make provision for the supply of a minimum category of spares and consumables which the Vendor-Partner may need during confidence trials.

The Vendor-Partner shall also make provision for the supply of a minimum category of spares and consumables which the Employer may need during at or just after taking over and that it is best the Vendor-Partner provide these initially as part of his Providing the Works.

4.4 Tests and inspections before delivery

The Vendor-Partner to ensure that all parts, spares, and equipment are tested prior to delivery and installation. No cost will be transferred to the employer should it be found that wrong parts were delivered.

The employer reserves the right to request to be invited for a Factory Acceptance Testing (FAT) before shipment or delivery to site to verify that the equipment and its associated components are fit for purpose or intended purpose and otherwise that it complies with the approved designs/scope of work.

The Vendor-Partner shall develop a comprehensive FAT procedure before the FAT takes place and shall provide test report after the FAT has taken place to ascertain the employer the equipment was test before shipment. The employer shall provide the vendor-partner with the additional test requirements if they are not covered by provided procedure.

During FAT the Vendor-Partner shall demonstrate to the employer that all equipment successfully performs against their respective test pieces and also confirm that during the FAT the quality management standards have been applied.

4.5 Visual Inspections

The most important of all inspections and test procedures are through visual inspection. The visual inspections shall be made frequently during installation, at completion of installation, and before energisation of machines. A careful visual inspection has the potential to reveal the defects that can be corrected before acceptance testing and energisation takes place. Visual inspection shall include inspection appraisal of:

- Correctness of external connections
- Good workmanship performance
- Cleanliness of installation.
- Safety hazards.
- Specific requirements for individual items

The vendor-partner shall ensure that visual inspection is conducted upon delivery of equipment and shall ensure that the employer is invited for visual inspection.

4.6 Commissioning and Acceptance Testing

The Vendor-Partner shall develop comprehensive commissioning and acceptance testing procedure for all different types of equipment or installations for review and acceptance by the employer.

The employer shall provide the vendor-partner with the additional test requirements if are they are not covered by provided procedure.

The equipment shall be tested after comprehensive inspection of individual equipment upon arrival (after equipment) and after installation have been completed.

During commissioning and acceptance testing the Vendor-Partner shall demonstrate to the employer that all equipment successfully performs against their respective test pieces.

4.7 Confidence Interval or In-service testing

The processing capacity will be determined through a reliability test with a duration no less than 45 days of operation of the central search points.

5 Construction

The Vendor-Partner 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 Vendor-Partner, the Employer might require the following from time to time:

- Assisting with airport operations Re-scheduling of work to accommodate other Vendor-Partner s.
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems.
- Communicating with current service provider in order to reduce risk to passenger loading bridges.
- Providing access to other Vendor-Partner s
- Removing scrap from site
- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares

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

5.1 Temporary works, Site services & construction constraints

5.1.1 Employer's Site entry and security control, permits, and Site regulations

The Vendor-Partner 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 Vendor-Partner shall 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.

Note that (within reason) the Vendor-Partner shall have no claim against the Employer if a permit request is refused.

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
Lap top 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

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.

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.

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

Restrictions and hours of work may apply on some Sites. It is very important that the Vendor-Partner keeps records of their people on Site, including those of his Subcontractor which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

5.1.3 Title to materials from demolition and excavation

All title to materials from demolition and excavation rests with the Employer.

5.1.4 *Equipment provided by the Employer*

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

5.1.5 Site services and facilities

The Employer will provide connection points for power and water. The Vendor-Partner shall provide everything else including waste disposal, telecommunications, ablutions, fire protection, lighting etc necessary for Providing the Works.

5.1.6 Facilities provided by the *Vendor-Partner*

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

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

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

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

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

If required by the Engineer, the Vendor-Partner 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.

5.1.7 Underground services, other existing services, cable and pipe trenches and covers

Prior to the commencement of works the Vendor-Partner shall carry out a survey to identify any services that maybe impacted by the project.

The Vendor-Partner shall ensure that that all services that are altered to accommodate the project are reinstated without delay and to applicable standards.

5.1.8 Control of noise, dust, water and waste

The Employer shall provide to the bidders the Employer's requirements and Reference House Rules.

5.1.9 Sequences of construction or installation

Installation and decommissioning procedure to be provided by the Vendor-Partner and approved by the Employer (Project Manager). The program to clearly show sequencing of activities, timelines, and resource allocations.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

On or before the Completion Date the Vendor-Partner shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The Project Manager cannot certify Completion until all the work except that listed below has been done 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.

	Item of work	To be completed by
	As built drawings of	Within days after Completion
	Performance testing of the <i>works</i> in use as specified in paragraph of this Works Information.	See performance testing requirements.
	Commissioning schedule, procedures, and tests	Vendor-Partner

5.2.2 Use of the *works* before Completion has been certified

Compliance to regulations withstanding, the Employer may use any part of the works before Completion has been certified to aid in the alleviation of capacity constraints due to:

- Unavailability of conveyors in adjoining works
- Unavailability of security screening equipment in adjoining works
- Or any other factor that may alleviate Security detection equipment capacity constraints.

Under the above circumstances, the works may not be deemed to be taken over until Completion is reached and as per Clause 35.1 of the Core Clauses.

5.2.3 Materials facilities and samples for tests and inspections

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

5.2.4 Commissioning

Commissioning shall be conducted after installation and successful testing of the system. The Vendor-Partner shall develop and submit the commissioning methodology or procedure for each site for approval to the Project Manager prior to installation.

5.2.5 Start-up procedures required to put the *works* into operation

The Vendor-Partner shall submit methodology to Project Manager for Approval of start-up procedures. The methodology shall include any special arrangements or requirements associated with operating the security detection machinery.

5.2.6 Take over procedures

The final handover from the Vendor-Partner to the Project Manager shall be done once all the works have been completed as per the Scope of Works and agreed upon.

5.2.7 Access given by the *Employer* for correction of Defects

The Project Manager shall arrange for the Employer to allow the Vendor-Partner access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Vendor-Partner to undertake certain procedures before such access can be granted.

5.2.8 Performance tests after Completion

The physical equipment and system performance guarantee shall be demonstrated during the reliability test run for a period of 90 days after the commissioning of the last machine and in agreement with the Project Manager.

5.2.9 Training and technology transfer

The Vendor-Partner shall demonstrate that the works operate as guaranteed by the Vendor-Partner (in Vendor-Partner 's Works Information) or as specified by the Employer either here or elsewhere in this Works Information. The Vendor-Partner shall develop and submit the performance testing methodology or procedure for approval to the Project Manager prior to installation.

5.2.10 Operational maintenance after Completion

The Vendor-Partner not to include cost of maintenance as part of this contract but to allow for warranties and defects free period and latent defects.

6 Plant and Materials standards and workmanship

Barricading controls shall be implemented by the Vendor-Partner and authorised as part of the safe work system to protect persons from hazards such as:

- being struck by falling objects.
- fall from height, including falling into open excavations, penetrations, and falls from unprotected edges such as removed flooring, walkways, stairs and / or hand railings.
- unauthorised entry into a confined space or work area; and
- any potentially hazardous work processes, for example, hot works, scaffolding, radiation work and work involving asbestos.
- Barricading controls shall also be implemented and authorised as part of the incident management and emergency response procedures.
- It shall be ensured that safety signs are erected by the Vendor-Partner to warn workers of specific hazards and to communicate necessary precautionary measures and emergency actions.

6.1 Investigation, survey, and Site clearance

The Vendor-Partner as part of the works to conduct site surveys, investigation, and clearance prior to commencing with final designs and work execution.

6.2 Building works

All building works as part of the contract shall be done in adherence to building regulations as standard and no work of sub standards will be approved or accepted.

6.3 Civil engineering and structural works

All civil related works to be done by qualified personnel and in line with applicable standards and shall be approved by a registered professional civil or structural engineer.

6.4 Electrical & mechanical engineering works

The Vendor-Partner to make sure that all electrical appliances are treated as live unless verified for isolation. All isolation is to be done in conjunction with the Electrical department. All system provided to be in line with SABS with regards to electrical supplies and protections. Vendor-Partner to take note of unstable power supply and make provision for surge protection and uninterrupted power supply.

All electrical or mechanical related works to be done by qualified personnel and in line with applicable standards and shall be approved by a registered professional engineer in the relevant category.

6.5 Process control and IT works

The process control and IT Works have been provided by the Employer elsewhere in this Employers Works Information.

7 List of drawings

7.1 Drawings issued by the *Employer*

The employer will issue drawing to bidders upon the receipt of a signed non-disclosure agreement.

Refer to Part C5.4, Annex D for site layouts.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

Part C3: Pricing Data

C2.3 Vendor-Partner's Work Information

1 Brochures

The Vendor-Partner shall provide all equipment brochures that are relevant to the solution proposed.

2 Design

The vendor partner shall provide a framework design report with all the headings necessary to implement this work. Where preliminary information is available this information can be provided.

3 Plant and Materials specifications and schedules Design

The vendor partner shall provide plant materials, and schedules critical to the implementation of the works and this contract.

4 Other

The vendor partner shall provide any other information required to implement the works and this contract.

This section could also be compiled as a separate file.

Part C4: Site Information

Contents:	Title	No of pages
	This Cover Page	[1]
Part C4	Site Information	[2]

Part C4: Site Information

Key site data

The airside is a restricted area with stringent access control measures put in place. The Vendor-Partner 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.

1.1 Access

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

1.2 Permits

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

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

Permit	Required by/for	Department
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

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

1.3 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 Vendor-Partner 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 Vendor-Partner.

1.4 Hidden and other services within site

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

Part C5: Annexures

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Part C5: Annexures

C5.1 Annexure A: Occupational Health and Safety Specification

This specification contains comprehensive occupational health and safety specifications.

LIST OF ABBREVIATIONS

ACSA	Airports Company South Africa
GAR	General Administration Regulations
GSR	General Safety Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

1. INTRODUCTION

1.1 Purpose of the Occupational Health and Safety Specification

The purpose of the OHSS is to assist Vendor-Partners to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Vendor-Partners and Vendor-Partners achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Vendor-Partner from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Vendor-Partner failing to comply with the OHSS, i.e., the Vendor-Partner remains responsible for achieving the required performance levels.

1.2 Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Vendor-Partners are required to make it an integral part of their Contracts with Sub-Vendor-Partners and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Vendor-Partners. The prospective Vendor-Partners shall incorporate the requirements of the OHSS in their submission of tenders to the Employer.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 37305 of 7 February 2014 as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended.

The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the Vendor-Partner.

STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on ACSA projects and those affected by the activities taking place in and around them.

2.2 Interpretations

2.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose proactive controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Vendor-Partner's responsibility. The Employer will through the Agents, as appointed, monitor that the Vendor-Partner complies with the requirements of the OHSA and will not prescribe to the Vendor-Partner how such compliance is achieved.

Definitions

The definitions used will be those set out in the Regulation Gazette No 37305 of 7 February 2014 with the following addition:

ACSA: Airports Company South Africa

Hazard Identification and Risk Assessment and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Management Plan:

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Site:

Means the area in the possession of the Vendor-Partner for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Vendor-Partner and approved for such use by the Engineer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Regulations promulgated there under.

Vendor-Partner:

The Vendor-Partner terminology used in these specifications shall be deemed to cover Principal Vendor-Partner, Vendor-Partners and Subcontractors.

3. REQUIREMENTS AT TENDER STAGE

The Vendor-Partner shall make available the following with his completed tender:

A Preliminary Health and Safety Plan as described in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with his tender, will lead to the conclusion that the Vendor-Partner is not able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Prior to the commencement of construction work but not later than 7 days after the award of the contract, the Vendor-Partner shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- the use of explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0 m; or
- working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Returnable Schedules (The Occupational Health and Safety Act) of the tender document. See Annexure A for a copy of the notification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**5.1 Background**

In terms of the Construction Regulations [Regulation 5(1)(b)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Vendor-Partner, appointed by the Client in terms of Regulation 5(1)(k), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5(1)(l), the Client and the Vendor-Partner are required to agree on the Occupational Health and Safety Plan before any work may commence.

5.2 Framework for an Occupational Health and Safety Plan**5.2.1 Introduction**

The Vendor-Partner must demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to

perform the construction work safely. The Vendor-Partner is required to submit, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram – Tender Stage
- Quality Plan – Tender Stage
- Human Resources Plan – Tender Stage
- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation
- Commissioner or licensed compensation insurer – Tender Stage
- Proof of induction and other training of employees
- Example copies of minutes of previous Occupational Health and Safety Committee meetings and
- copies of Incident Investigation Reports.

5.2.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

5.2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

5.2.2.2 Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and Subcontractors on site
- Handling design changes during the project
- Selection and control of Subcontractors
- The exchange of Occupational Health and Safety information between all Subcontractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e., results of Occupational Health and Safety inspections.
- Incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate

6: APPOINTMENT OF SAFETY PERSONNEL

6.1 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Vendor-Partner may delegate, in writing, part or all of his powers to a suitable person on the site.

The Vendor-Partner shall appoint a full-time Construction Supervisor, in writing, in terms of Regulation 8(1) of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where, justified by the scope and complexity of the works.

6.2 Construction safety officer

In terms of clause 8 of the Regulations the Vendor-Partner shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of Quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract.

6.3 Health and safety Representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Vendor-Partner shall appoint, in writing, a health and safety Representative whenever he has more than 20 employees in his employ on the works. The health and safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety Representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Vendor-Partner), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Vendor-Partner) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

6.4 Health and safety committee

In terms of Sections 17, 18 and 19 of the Act (OHSA 1993) the Vendor-Partner (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety Representatives at a workplace. The persons selected by the Vendor-Partner to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Vendor-Partner's Representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Vendor-Partner and to keep record of meetings, recommendations and reports made by the committee.

6.5 Competent persons

In accordance with the Construction Regulations the Vendor-Partner shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

- Risk assessment for construction work (Regulation 9);
- Fall protection (Regulation 10);
- Structures (Regulation 11);
- Temporary works (Regulation 10);
- Excavation (Regulation 13);
- Demolition work (Regulation 14);
- Tunneling (Regulation 15);
- Scaffolding (Regulation 16);

- Suspended platform operations (Regulation 17);
- Rope access work (Regulation 18);
- Material Hoists (Regulation 19);
- Bulk mixing plants (Regulation 20);
- Explosive actuated fastening devices (Regulation 19);
- Cranes (Regulation 22);
- Construction vehicle and mobile plant (Regulation 23);
- Electrical installation and machinery on construction site (Regulation 24);
- Use and temporary storage of flammable liquids on construction site (Regulation 25);
- Water environments (Regulation 26);
- Housekeeping and general safeguarding on construction sites (Regulation 27);
- Stacking and storage on construction sites (Regulation 28);
- Fire precautions on construction sites (Regulation 29); and
- Construction employee's facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Vendor-Partner from any of his responsibilities to comply with all requirements of the Construction Regulations.

7: PROJECT / SITE SPECIFIC REQUIREMENTS

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Vendor-Partner is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required.

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

Health risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g., threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Exposure to hazardous substances and chemicals used on site.

Emergency Procedures

The Principal Vendor-Partner shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Vendor-Partner shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as

possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

First Aid Boxes and First Aid Equipment

The Principal Vendor-Partner and all Vendor-Partners shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Vendor-Partner shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Vendor-Partners with more than five (5) employees shall supply their own first aid box. Vendor-Partners with more than ten (10) employees shall have a trained and certified First Aider on site at all times.

Personal Protective Equipment (PPE) and Clothing

The Principal Vendor-Partner shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Vendor-Partners are encouraged to provide reflective vests for all their staff. The Principal Vendor-Partner and all Vendor-Partners shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Vendor-Partner shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.
- Issued to temporary labour or staff.

The above procedure applies to Vendor-Partners and their Sub-Vendor-Partners, as they are all Employers in their own right.

Occupational Health and Safety Signage

The Vendor-Partner shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g., access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

8: HEALTH AND SAFETY FILE

The Principal Vendor-Partner shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Vendor-Partner shall ensure that all other Vendor-Partners open similar files in accordance with the Regulations.

The Principal Vendor-Partner shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-Vendor-Partners with contact details

- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

Annexure B is a list of the records to be kept on site.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Vendor-Partner by any Vendor-Partners together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

9: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Vendor-Partner shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Vendor-Partner shall compile method statements to address or handle the following:

- Hazards particulars to the contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Vendor-Partners must ensure that all Subcontractors conduct risk assessments for their scope of work as well. All risk assessments shall be updated and re-evaluated with any extra works or with any change to the scope of the works.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Vendor-Partner.

10: ARRANGEMENTS FOR MONITORING AND REVIEW

The Client and/or Agent will conduct a Monthly, or at greater frequency, Audit to audit compliance with Construction Regulation 5(1)(n) and (o) to ensure that the Vendor-Partner has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C will be used as format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Vendor-Partner must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

11: MEASUREMENT AND PAYMENT

The Vendor-Partner shall ensure that the sum of the amounts of the four items shall not be less than 1% of the Work Value of the Tender (Total: Schedule A).

Item	Unit
C11.01 Vendor-Partner's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.....	lump sum

The full amount will be paid in one instalment only once:-

- (a) The Vendor-Partner has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Vendor-Partner has made the required initial Appointments of Employees and Sub-Vendor-Partners.
- (c) The Client has approved the Vendor-Partner's Health and Safety Plan.
- (d) The Vendor-Partner has set up his Health and Safety File.

Item	Unit
C11.02 Vendor-Partner's time-related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.....	month

The tendered rate shall represent full compensation for that part of the Vendor-Partners general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per month only after payment for item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.

Item	Unit
C11.03 Provision of full time Construction Safety Officer	month

The tendered sum shall include for the cost of a construction safety officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties. If a part time safety officer is appointed then the amount tendered will be prorated according to the amount of time spent on the project.

Item	Unit
C11.04 Submission of the Health and Safety File	lump sum

This amount will be paid only once the Vendor-Partner has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	4(1)	Notification to Provincial Director – Annexure A Available on site	Vendor-Partner
2.	4(1)(m)	Copy of Principal Vendor-Partner's Health & Safety Plan Available on request	Client (Vendor-Partner)
3.	7(1)(d)	Copy of Principal Vendor-Partner's Health & Safety Plan As well as each Vendor-Partner's Health & Safety Plan Available on request	Principal Vendor-Partner
4.	7(2)(b)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Vendor-Partner
5.	7(1)(e)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Vendor-Partner
6.	7(1)(f)	Comprehensive and Updated List of all Vendor-Partners on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Vendor-Partner
7.	8(5)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6(6)] at design stage or on the Health & Safety Plan	Vendor-Partner
8.	9(6)	Risk Assessment Available on site for inspection	Vendor-Partner
9.	7(7)	Proof of Health & Safety Induction Training	Every Employee on site
10.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Vendor-Partner
11.	9(2)(b)	Inform Vendor-Partner in writing of dangers and hazards relating to construction work	Designer of Structure
12.	11(1)(c)	All drawings pertaining to the design of structure On site available for inspection	Vendor-Partner
13.	11(2)(a) and (b)	Record of inspection of the structure [First 2 years – once every six (6) months, thereafter yearly]	Owner of Structure
14.	11(2)(c) and (d)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	12(3)(c)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Vendor-Partner
16.	13(2)(h)	Record of excavation inspection On site available on request	Vendor-Partner
17.	17(11)	Suspended Platform inspection and performance test records Kept on site available on request	Vendor-Partner
18.	19(8)(c)	Material Hoist daily inspection entered and signed in record	Vendor-Partner

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
		book kept on the premises	
19.	19(8)(d)	Maintenance records for Material Hoist Available on site	Vendor-Partner
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Vendor-Partner
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Vendor-Partner
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Vendor-Partner
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Vendor-Partner
24		Copies of all appointments made in regard to safety supervisors and inspectors	Vendor-Partner

HAZARDOUS TASK IDENTIFICATION

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

MAIN TASK	SUB TASK
ACCOMMODATION OF TRAFFIC	Clashes between Airport Fire and Safety traffic and construction work
	Dust (from jet blast)
	Traffic speed
	Provision of safety equipment
	Working next to air traffic (noise and jet blast)
	Erection of signage and barricades
EXCAVATING	By manual labour
	By excavating equipment e.g. Milling Machine
	Excavating duct slots by electrical/pneumatic breakers
ELECTRICAL	Working with generators and lighting
	Temporary installations
	Dealing with services provided by others
FIRE	Use and placement of fire extinguishers
	Fire fighting
	Gas Screed heaters
	Hand held gas burners
	Notification of Fire & Safety
MISCELLANEOUS	Site Establishment
	Housekeeping
	General storage
	Movement of equipment
	Use of personal transport

MAIN TASK	SUB TASK
WORKSHOPS	Use of small electrical tools
	Gas and Flame Cutting
	Welding
	Use of general workshop equipment
	Tyre repair
	Use of jacking and lifting apparatus
HAZADOUS MATERIALS	Petrol
	Diesel
	Jet A1
	Avgas 100

MAIN TASK	SUB TASK
Materials safety data sheets as required	Lubricants
	Cement and cement bags
	Road lime and lime bags
	Flammable materials
	Gas bottles
ANY OTHER DANGEROUS ACTIVITIES IDENTIFIED BY THE VENDOR-PARTNER	
To be added by the Vendor-Partner at tender stage	a)
	b)
	c)

Part C5: Annexures

C5.2 Annexure B: ACSA Construction Environment Management Plan – EMS 050

1. Background

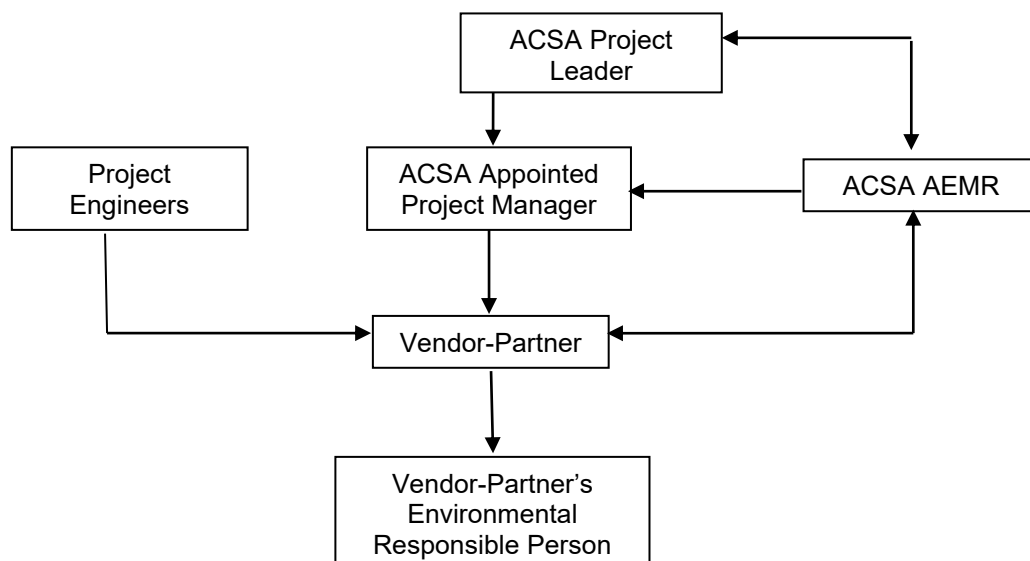
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

This EMP is provided to Vendor-Partners 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 Vendor-Partners and sub-Vendor-Partners.

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 Vendor-Partner(s). The Vendor-Partner(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 Vendor-Partner. 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 Vendor-Partner(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 Vendor-Partner

2.3 Vendor-Partner

- The Vendor-Partner shall ensure that all employees, sub-Vendor-Partners, suppliers, etc. are fully aware of and comply with the environmental issues and requirements detailed in this EMP
- The Vendor-Partner 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 Vendor-Partner is to have a copy of the EMP on site and be familiar with its contents
- The Vendor-Partner must ensure that all employees (permanent and temporary) and all sub-Vendor-Partners that work on the site for longer than two days, receive Environmental Awareness Training prior to commencing work on site
- The Vendor-Partner shall appoint an Environmental Responsible Person in writing, and will forward this appointment to ACSA's AEMR
- Prior to construction commencement, the Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner's Environmental Responsible Person

The Vendor-Partner 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 Vendor-Partners staff, sub-Vendor-Partners, 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-Vendor-Partners or sub-Vendor-Partners are designated to carry out the requirements of the EMP and Environmental Method Statements;
- Have sufficient authority to issue site instructions to the Vendor-Partners staff on their site.
- Ensure that the Vendor-Partner and his Subcontractors and his employees have received the appropriate environmental awareness training before commencing on site.
- Meet with the Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner.
- 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 Vendor-Partner'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 Vendor-Partner shall provide water and/or washing facilities at the Vendor-Partner's Camp for personnel.
- The Vendor-Partner'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 Vendor-Partner shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The Vendor-Partner shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner shall employ a suitable qualified sub-Vendor-Partner 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 Vendor-Partners 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. Vendor-Partners, sub-Vendor-Partners 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 Vendor-Partner 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 Vendor-Partner is reminded that wind velocities on the construction site can be extremely high.
- All waste shall be collected and contained immediately. The Vendor-Partner shall institute a weekly clean-up of the site. This daily/weekly clean up shall be for the Vendor-Partner's account.
- The Vendor-Partner 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 Vendor-Partner shall ensure that all waste is deposited by his employees in the waste bins for removal by the Vendor-Partner. 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner, at a licensed hazardous waste disposal site. The Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner shall ensure that this water does not become contaminated. Contaminated water (e.g. cement washings, waste water 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

Vendor-Partners 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.

Vendor-Partners 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 Vendor-Partner shall not waste water (e.g., water areas excessively etc.). All leaking water pipes are to be repaired or replaced immediately. The Vendor-Partner shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

3.13 Pollution prevention and remediation

The Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner may consider reusing such water for washing other concrete equipment to minimise the amount required to be removed off site.

The Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner's account. Remedial action shall be approved by the AEMR and relevant authorities, if appropriate.

3.16 Fuel & Hazardous Materials Storage

Vendor-Partners 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.

Vendor-Partners 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner, PM and AEMR of any emergencies on site, together with a record of action taken.

3.19.1 Fires

The Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner 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 Vendor-Partner's cost.

4.3 Rehabilitation

The Vendor-Partner 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 Vendor-Partner shall revegetate such areas in accordance with the specification provided below.

The Vendor-Partner 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 Vendor-Partner 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, Vendor-Partners Resident Engineers and sub-Vendor-Partner 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 Vendor-Partners who are found to be infringing these specifications. The Vendor-Partner shall be advised in writing of the nature of the infringement and the amount of the penalty. The Vendor-Partner shall determine how to recover the fine from the relevant employee and/or sub-Vendor-Partner. The Vendor-Partner shall also take the necessary steps (e.g., training) to prevent a recurrence of the infringement and shall advise the AEMR accordingly.

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

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 Vendor-Partner 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.

Part C5: Annexures

C5.3 Annexure C: POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

- in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);
- in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);
- any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;
- any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;
- any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;
- any disclosure by a Party to its shareholders or members pursuant to any
- reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

- take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;
- comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and
- notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

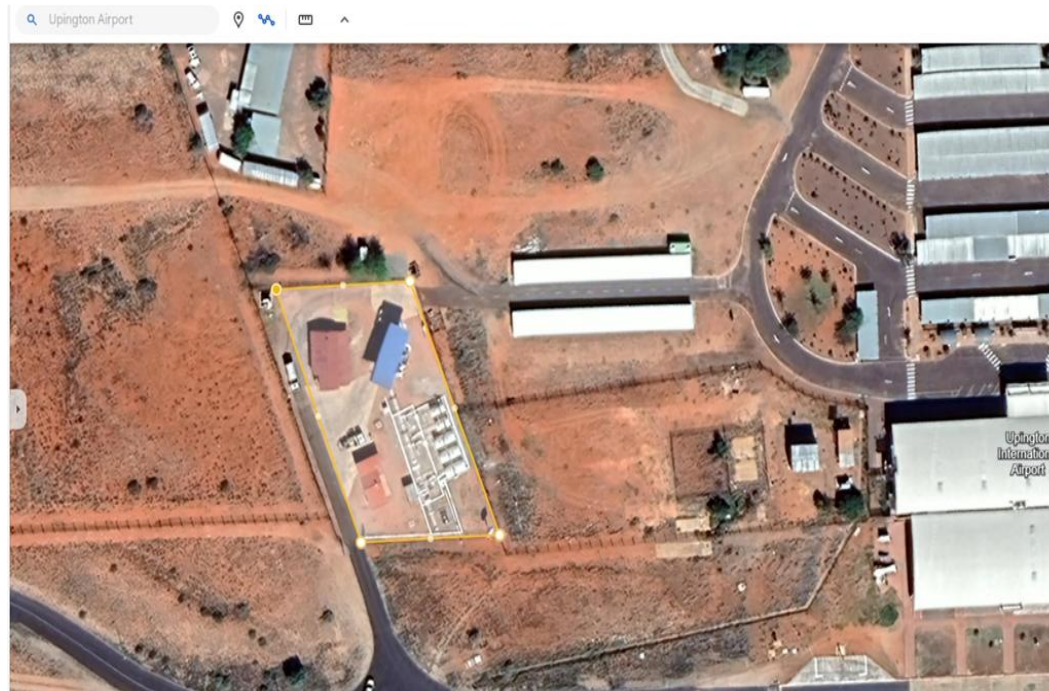
Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

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

- the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;
- the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;
- the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;
- the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;
- the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;
- the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;
- taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;
- the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and
- the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

Part C5: Annexure

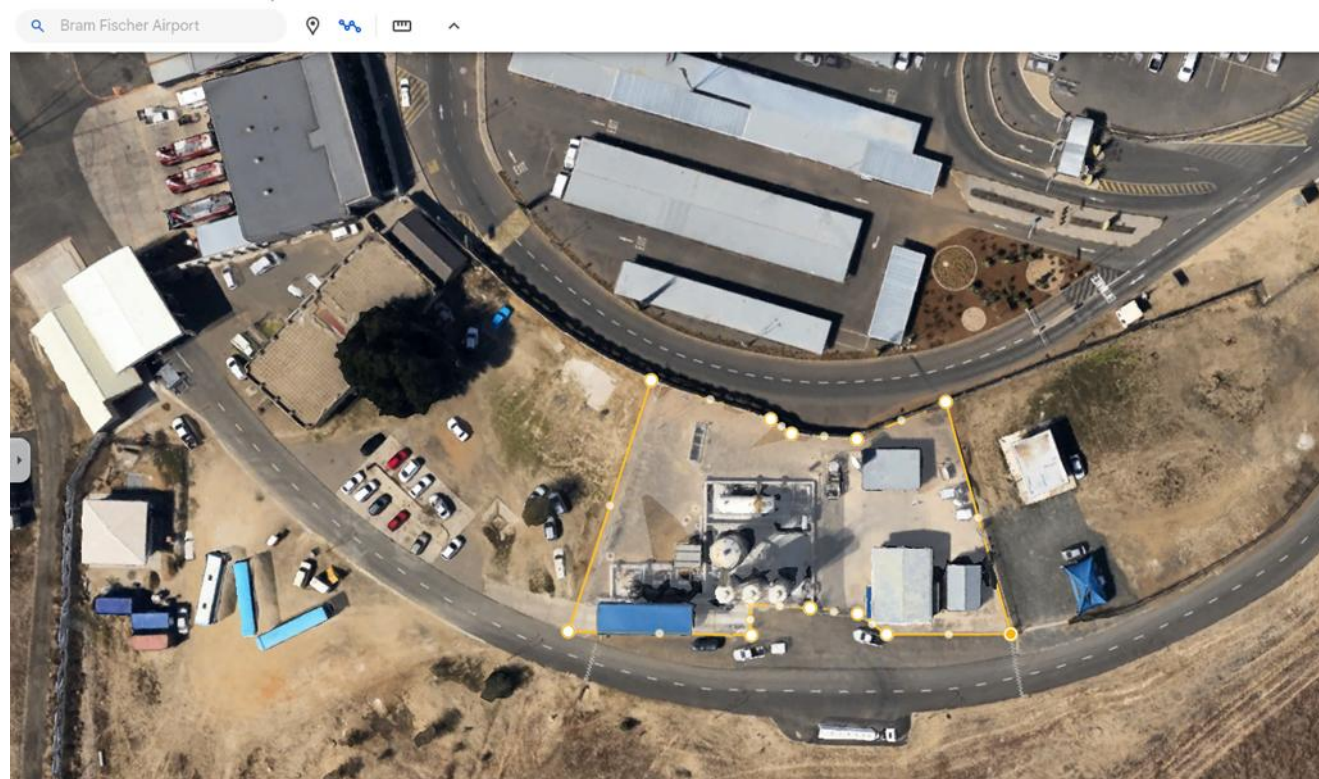
PN Aerial View



UPN – Jet A1 Receipt FWS



BFIA – Aerial View Fuel Depot



BFA – Filtration Station

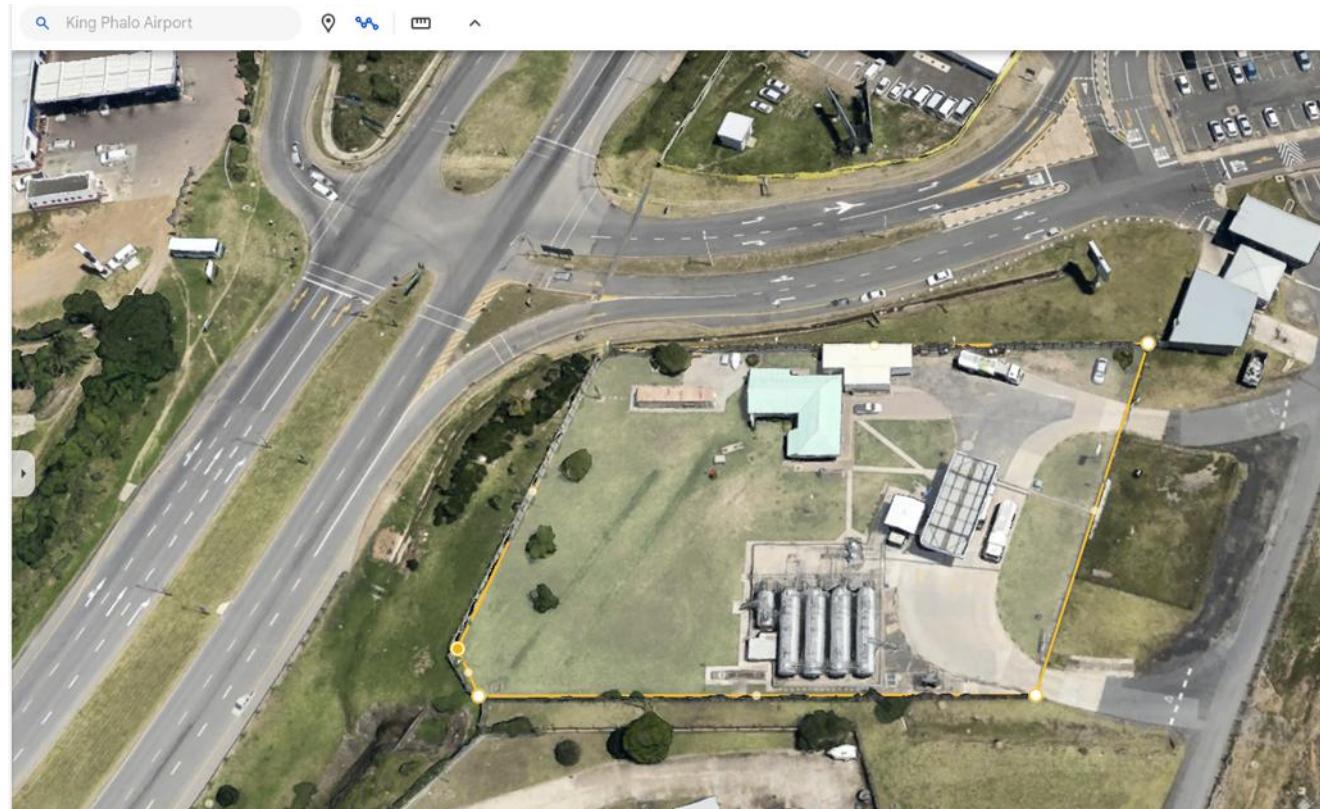




KIM – Avgas Installation



ELS – Aerial View – Fuel Depot



ELS – Piping Manifold



GRG – Aerial View Fuel Depot

