

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: CONTRACTOR APPOINTMENT FOR THE KING SHAKA INTERNATIONAL AIRPORT FUEL SYSTEMS UPGRADE CONSISTING OF SYSTEMS AUTOMATION, INSTRUMENTATION, FIBRE OPTIC LINK AND CATHODIC PROTECTION. DIA5789/2018

TITLE OF PROJECT: CONTRACTOR APPOINTMENT FOR THE KING SHAKA INTERNATIONAL AIRPORT FUEL SYSTEMS UPGRADE CONSISTING OF SYSTEMS AUTOMATION, INSTRUMENTATION, FIBRE OPTIC LINK AND CATHODIC PROTECTION

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Registration Number : _____)

for **CONTRACTOR APPOINTMENT FOR THE KING SHAKA INTERNATIONAL AIRPORT FUEL SYSTEMS UPGRADE CONSISTING OF SYSTEMS AUTOMATION, INSTRUMENTATION, FIBRE OPTIC LINK AND CATHODIC PROTECTION**

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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of Contractor Appointment for the King Shaka International Airport Fuel Systems Upgrade consisting of systems Automation, Instrumentation, fibre Optic Link and Cathodic Protection

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)
..... Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

Name & signature of witness

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

.....
Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

**Airports Company South Africa SOC
Limited
P.O. Box 57701
King Shaka International Airport
La Mercy
Kwa Zulu Natal
South Africa
4407**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

.....

2 Subject

 Details

.....

.....

.....

.....

3 Subject

 Details

.....

.....

.....

.....

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

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

| | <u>For the Employer</u> | <u>For the Bidder</u> |
|-----------------------------|---|--|
| Signature (s) | | |
| Name (s) | | |
| Capacity | | |
| Name and Address | Airports Company South Africa SOC Limited. P.O. Box 57701 King Shaka International Airport La Mercy Kwa-Zulu Natal South Africa 4407 | |
| Name & Signature of witness | (Insert name and address of organisation) | (Insert name and address of organisation) |
| Date | | |

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

Each item of data given below is cross-referenced to the NEC3 Engineering 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 | B: Priced contract with Bill of Quantities |
| | Dispute resolution Option | W1: Dispute resolution procedure |
| | Secondary Options (incorporating amendments) | X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1 | The <i>Employer</i> is (Name) | Airports Company South Africa SOC Limited, Applicable KING SHAKA INTERNATIONAL Airport |
| | Address | Airports Company South Africa SOC Limited Multi Storey Office Block King Shaka Dr La Mercy Kwa-Zulu Natal |
| | Telephone | +27 (0) 32 436 6000 |
| | Fax | +27 (0) 32 436 6672 |
| 10.1 | The <i>Project Manager</i> is | |
| | Address | ACSA Multi Storey Office Block King Shaka Dr La Mercy Kwa-Zulu Natal |
| | Telephone | +27 (0) 32 436 6000 |
| | E-mail address | @airports.co.za |

| | | |
|----------|--|---|
| 10.1 | The <i>Supervisor</i> is | To be announced on commencement of the Contract |
| | Address | ACSA Multi Storey Office Block King Shaka Dr La Mercy Kwa-Zulu Natal |
| | Telephone | |
| | Fax | |
| | Email | |
| 11.2 | The <i>works</i> are | Minor Works to Fuel Forward Depot, FFD – Own Use Facility, Fuel Storage Depot incorporating Civil, Structural, Architectural, Mechanical, Electrical, Instrumentation, Cathodic Protections and General Building Works as part of the Fuel Works Project at King Shaka International Airport. |
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Site Constraints and Constructability |
| 11.2 | The <i>Works Information</i> is in | Part C3 'Scope of Works' section of this contract |
| 11.2 | The <i>Site Information</i> is in | Part C4 'Works Information' section of this contract |
| 11.2 | The <i>boundary of the site</i> is | Part C4 'Works Information' section of this contract |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period of reply</i> is | Seven (7) days |
| 3 | Time | |
| 31.2 | The <i>starting date</i> is | Date of issue of Purchase Order |
| 11.2 | The <i>completion date</i> is | The completion date for the works is 7 months after the official start date. |
| 30.1 | The <i>access date</i> is | Date of issue of Purchase Order |
| 31.1 | The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date | Preliminary Programme is to be submitted with tender. A detailed programme for acceptance within 14 days of contact award |
| 32.2 | The <i>Contractor</i> submits revised programmes at intervals no longer than | Monthly |

| 35.1 | The <i>Employer</i> is not willing to take over the works before the <i>completion date</i> | The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the <i>Employer</i> and Others shall not relieve the <i>Contractor</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 | Twelve (12) months after Completion of the whole of the <i>works</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43.2 | The <i>defects correction period</i> is | Two (2) weeks | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Payment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50.1 | The <i>assessment interval</i> is | starts and ends at 12h00 on the 25 th day of each successive month | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50.1 | The <i>currency of this contract</i> is the | South African Rand | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51.2 | The period within which payment is made is | Four (4) weeks after receipt of a tax invoice | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51.4 | The <i>interest rate</i> is | The prime lending rate of the Nedbank Bank. as determined from time to time | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Compensation events | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60.1 | The <i>weather measurements</i> to be recorded for each calendar month are | 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60.1 | The place where weather is to be recorded (on the Site) is | At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60.1 | Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are | <table border="1"> <thead> <tr> <th>Month</th> <th>Days</th> <th>Month</th> <th>Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>1</td> <td>July</td> <td>4</td> </tr> <tr> <td>February</td> <td>1</td> <td>August</td> <td>3</td> </tr> <tr> <td>March</td> <td>2</td> <td>September</td> <td>2</td> </tr> <tr> <td>April</td> <td>2</td> <td>October</td> <td>2</td> </tr> <tr> <td>May</td> <td>3</td> <td>November</td> <td>2</td> </tr> <tr> <td>June</td> <td>3</td> <td>December</td> <td>1</td> </tr> </tbody> </table> | Month | Days | Month | Days | January | 1 | July | 4 | February | 1 | August | 3 | March | 2 | September | 2 | April | 2 | October | 2 | May | 3 | November | 2 | June | 3 | December | 1 |
| Month | Days | Month | Days | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| January | 1 | July | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| February | 1 | August | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| March | 2 | September | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| April | 2 | October | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May | 3 | November | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June | 3 | December | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Title | No data required for this section of the <i>conditions of contract</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Risks and Insurance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84.1 | The <i>Employer</i> provides these insurances | Refer to the Insurance Clauses which is attached at the end of the Contract Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 84.2 | The <i>Contractor</i> provides the insurance stated in | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

| | | |
|------------|---|---|
| 9 | Termination | No data required for this section of the <i>conditions of contract</i> |
| 10 | Data for Main Options | |
| B | Priced contract with Bill of Quantities | Part C2 'Pricing Schedule' section of this contract |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is | The person appointed jointly by the parties from the list of adjudicators contained below |
| W1.2 | The <i>Adjudicator nominating body</i> is | The current Chairman of Johannesburg Advocate's Bar Council |
| W1.4 | The <i>tribunal</i> is | Arbitration |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa) |
| W1.4 | The place where arbitration is to be held is | Johannesburg, South Africa. |
| W1.4 | The person or organisation who will choose an arbitrator | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |
| 12 | Data for Secondary Option Clauses | |
| X7 | Delay Damages | |
| | Delay damages of the <i>works</i> are | Amount per day is 0.05%, to the maximum of 10% of the Contract value |
| X13 | Performance bond | |
| X13.1 | The amount of the performance bond is | 10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract. |
| X16 | Retention | |
| X16.1 | The <i>retention percentage</i> is | 5% of the Contract value. |

X18 Limitation of Liability

| | | |
|-------|--|--|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | The total of the Prices |
| X18.3 | The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | The total of the Prices |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |

The e excluded matters are amounts payable by the Contractor as stated in this contract for

- Loss of or damage to the *Employer's* property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the *Contractor's* risks
- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person;
- damage to third party property; and
- infringement of an intellectual property right

Z The Additional conditions of contract are Z1 – Z20**Amendments to the Core Clauses****Z1 Interpretation of the law****Z1.1 Add to core clause 12.3:**

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Works:**Z2.1 Delete core clause 20.1 and replace with the following:**

The *Contractor* 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

| | |
|--|--|
| Z3 | Other responsibilities: |
| | Add the following at the end of core clause 27: |
| Z3.1 | The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date |
| Z3.2 | The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs. |
| Z4 | Extending the defects date: |
| | Add the following as a new core clause 46: |
| Z4.1 | If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> |
| Z4.2 | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced |
| Z4.3 | The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data |
| Z5 | Termination |
| Z5.1 | Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”. |
| Amendment to the Secondary Option Clauses | |
| Z6 | Performance Bond |
| Z6.1 | Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank 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 Annexure C.ii of this Contract Data. |
| Z6.2 | Add the following new clause as Option X13.2: The <i>Contractor 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>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</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 |
| Z7 | Limitation of liability: |
| | Insert the following new clause as Option X18.6: |
| Z7.1 | The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 |
| Z7.2 | Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract |

Additional Z Clauses

Z8 Cession, delegation and assignment

- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
-

Z9 Joint and several liability

- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
-

Z10 Ethics

- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
-

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
-

- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
-

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

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

Z13 **Liens and Encumbrances**

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

Z14 **Intellectual Property**

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

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

Z18 BBEE Certificate

Z18.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

Z19.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more

Z19.2 The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

| Clause | Statement | Data |
|---------------|---|---|
| 10.1 | The Contractor is (Name): Address: Telephone No. Fax No. | |
| 11.2 | The <i>working areas</i> are | Only the Site Area. See C4 'Site Information' |
| 24.1 | The <i>Contractor's Key people</i> are: | CV's to be appended to Tender Schedule |
| | Name: | |
| | Job: | Construction Health & Safety Officer (Registered under the SACPCMP) |
| | Responsibility: | |
| | Qualifications: | |
| | Experience: | |
| | Name: | |
| | Job: | Master Installation Electrician |
| | Responsibility: | |
| | Qualifications: | |
| | Experience: | |
| | Name: | |
| | Job: | Systems Integrator |
| | Responsibility: | |
| | Qualifications: | |
| | Experience: | |

Name:

Job: Site Manager

Responsibility:

Qualifications:

Experience:

Name:

Job: Site Supervisor

Responsibility:

Qualifications:

Experience:

Name:

Job: Contracts Manager

Responsibility:

Qualifications:

Experience:

| | | |
|------|-------------------------------|---|
| 11.2 | The <i>completion date</i> is | 24 weeks (7 months) after issue of Purchase Order |
|------|-------------------------------|---|

| | | |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none">• Existing Services• Access to Site• Delay in supply of material and/or equipment• Progress of the works against the program• Travelling public and ACSA stakeholders |
|------|---|---|

| | | |
|------|------------------------------------|---|
| 11.2 | The <i>Works Information</i> is in | Part C3 'Scope of Works' section of this contract |
|------|------------------------------------|---|

| | | |
|------|---------------------------------|--|
| 31.1 | The programme identified in the | <i>Contractor</i> to provide a programme |
|------|---------------------------------|--|

Part C1: Agreements and Contract Data

C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....

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

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

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

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

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

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

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

Signed at _____ on _____ 20....

For:
Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

| |
|---|
| Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT |
| Physical Address: Airport Company South Africa ACSA Multi Storey Office Block King Shaka Dr La Mercy Kwa-Zulu Natal |

Hereinafter referred to as “Client”

| |
|------------------------------|
| Name of organisation: |
| Physical Address |

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

1. Insurance requirements for **PROJECTS with a value **below R50 million** on the **LANDSIDE****

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for **PROJECTS with a value **below R50 million** on the **AIRSIDE****

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R525 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- Contractors / consultants should re-insure the deductibles.

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
-

PART C2: PRICING DATA

| Document reference | Title | No of pages |
|--------------------|--------------------------------|-------------|
| | This cover page | 1 |
| C2.1 | Pricing Instructions: Option B | ? |
| C2.2 | The <i>bills of quantities</i> | ? |
| | Total number of pages | ? |

C2.1 Pricing Assumptions: Option B

1. The Conditions of contract

1.1 How work is priced and assessed for payment

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

Identified and defined terms 11
11.2

(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurable form of contract where the work completed is determined by the quantity of work completed for each item in the bill of quantities multiplied by the rate and proportion of each lump sum of the work covered by the item. Only completed work is assessed for payment at each assessment date; no part payment is made if the work is not completed by the assessment date.

1.2 Function of the bill of quantities

Clause 55.1 in Option B states: "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill of Quantities but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3 Assessment for changed prices

Clause 63 in Option B states:

Assessing compensation events 63
63.10

If the effect of a compensation event is to reduce the total Defined Cost and the event is

- a change to the Works Information or
- a correction of an assumption stated by the *Project Manager* for assessing an earlier compensation event,

63.13 the Prices are reduced.

Assessments for changed Prices for compensation events are in the form of

changes to the Bill of Quantities.

- For the whole or a part of a compensation event for work not yet done and for which there is an item in the Bill of Quantities, the changes are
 - a changed rate,
 - a changed quantity or
 - a changed lump sum.

- For the whole or a part of a compensation event for work not yet done and for which there is no item in the Bill of Quantities, the change is a new priced item which, unless the *Project Manager* and the *Contractor* agree otherwise, is compiled in accordance with the *method of measurement*.

- For the whole or a part of a compensation event for work already done, the change is a new lump sum item.

If the Project Manager and the Contractor agree, rates and lump sums may be used to assess a compensation event instead of Defined Cost.

1.4 Guidance before pricing and measuring

The NEC approach to the P&G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on the durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill. The P&G section of the bill is not used for the assessment of compensation events.

2. Measurement and payment

2.1 Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

| Abbreviation | Unit |
|-----------------------|-----------------------|
| % | percent |
| H | hour |
| ha | hectare |
| kg | kilogram |
| kl | kilolitre |
| km | kilometre |
| km-pass | kilometre-pass |
| kPa | kilopascal |
| kW | kilowatt |
| L | litre |
| M | metre |
| mm | millimetre |
| m ² | square metre |
| m ² -pass | square metre pass |
| m ³ | cubic metre |
| m ³ -km | cubic metre-kilometre |
| MN | meganewton |
| MN.m | meganewton-metre |
| MPa | megapascal |
| No | number |
| Prov sum ³ | provisional sum |
| PC-sum | prime cost sum |
| R/only | Rate only |
| Sum | Lump sum |
| T | ton (1000kg) |
| W/day | Work day |

³ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.

2.2 General assumptions

- 2.2.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

- 2.2.4 The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payment due.
- 2.2.5 The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3 Departures from the *method of measurement*

- 2.3.1 None

2.4 Amplification of assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

- 2.4.1 Provision is made in the Bill of Quantities for the addition of items which the Contractor may deem necessary for the successful completion of the works. The total price for the project is deemed to be for the complete and functional installation, in accordance with the specifications. Under no circumstances will additional payments therefore be made for any work forming part of the Works which reasonably have been foreseen at tender stage as being required to complete the Works. (This is not to be confused with additional work which, subject to the approval of the Engineer, may at times become necessary or be requested and for which additional payments will be made).
- 2.4.2 The responsibility for the accuracy of the quantities written into the Bill of Quantities remains with the person who prepared the Bills. The Bidder shall be relieved of responsibility of measuring the defined quantities at tender stage, and the Total Price submitted shall be in respect of the quantities set out in the Bills, although he will be required to make his assessment of items such as brackets, fixings etc. from details stated in the Bills and shall include in the items prices for such small installation materials as are required for the complete installation in accordance with the Specifications.
- 2.4.3 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the unit price.
- 2.4.4 The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.
- 2.4.5 In these Bills the following meaning is attached to:
- a) Supply and delivery (Material)
- The prices for each item shall include for the complete supply and delivery to and off-loading on the sites and must be inclusive of all sundry material and items necessary for the completion, commissioning and putting to work of the equipment, as required by the specification whether set out in detail or not.
- b) Installation (Labour)
- Material installation prices are to provide, amongst others, for assembling, positioning, preparation, testing, completion, painting, commissioning, initial maintenance and handing over to the Employer in a satisfactory operating condition of the material.

PART 3: SCOPE OF WORK

| Document reference | Title | No of pages |
|--------------------|--|-------------|
| C3.1 C3.2 | This cover page <i>Employer's Works Information</i> <i>Contractor's Works Information</i> ¹ | 1 |
| | Total number of pages | |

¹ Insert at award stage or delete if not applicable. Delete this note once a selection is made.

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C3.1: EMPLOYER'S WORKS INFORMATION

1. Description of the works

Minor Works to Fuel Forward Depot, FFD – Own Use Facility, Fuel Storage Depot incorporating Civil, Structural, Architectural, Mechanical, Electrical, Instrumentation, Cathodic Protections and General Building Works as part of the Fuel Works Project at King Shaka International Airport.

2. Interpretation and terminology

| Abbreviation | Meaning given to the abbreviation |
|--------------|---|
| ACSA | Airports Company South Africa SOC Limited |
| KSIA | King Shaka International Airport |
| CDR | <i>Contractor Documentation Register</i> |
| CSHEO | <i>Contractor's Safety Health and Environmental Officer</i> |
| CHSMP | <i>Contractor's Health and Safety Management Plan</i> |
| ProjM | <i>Project Manager</i> |
| QA | Quality Assurance |
| SANS | South African National Standards |
| SHE | Safety, Health and Environment |
| AFC | Approved for construction |

3. Contract Management

Management meetings²

3.1.1 It is the Employer's specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

3.1.2 Depending on the complexity of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design development may also be warranted.

3.1.3 All meetings shall be recorded using minutes or a register prepared and circulate 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 The information in this section is required by the contract. Do not delete.

3.1.4 The Contractor attends management meetings at the Project Manager's request as set out in the table above. At these meetings the Contractor present all relevant data including safety, health and environmental issues, progress reports, quality plans, Subcontractor management reports, as may be required.

| Title and Purpose | Approximate time and interval | Location | Attendance by: |
|--|--|-----------------|--|
| Risk register and compensation events | Weekly (or at shorter intervals if required) | On site | <i>Project Manager, Supervisor, Contractor and appropriate key persons</i> |
| Overall contract progress and feedback | Every 2 weeks | On site | <i>Employer, Project Manager, Supervisor, Contractor and appropriate key persons</i> |
| Technical meetings | Daily | On site | <i>Project Manager, Supervisor, Contractor and appropriate key persons</i> |
| SHE meetings | Every 2 weeks | On site | <i>Appointed Contractor and appropriate key persons</i> |
| Safety review meetings | Weekly | On site | <i>Appointed Contractor and appropriate key persons</i> |

Health and safety risk management

- The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- The Plan (CHSMP) must be in writing and presented to ACSA or nominate representatives for review and acceptance.
- The SHCMP shall include the following as minimum:
 - Leadership and Commitment
 - Performance Measurement and Reporting
 - Involvement Communication and Motivation
 - Contractor Management
 - Training and Competency
 - Hazard and Risk Management
 - Occupational Health and Hygiene
 - Safe systems of Work
 - Incident Management
 - Site Management

The Contractor shall ensure that its Subcontractors comply with the requirements of the CHSMP and relevant statutory requirements as may be defined by OHS Act 85 or 1993.

Environmental constraints and management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (act no. 107 or 1998) but not limited to other applicable Regulations as well as the accepted environmental good practices.

Quality assurance requirements

Within the period stated in the Contract Data, the *Contractor* 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 *Contractor's* quality control and assurance program and those called for in the Scope.

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

Programming

- *The Contractor presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.*
- *The Contractor shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.*
- *The Contractor submits programme report information to the Project Manager at weekly intervals in addition to the intervals for submission of revised programmes as may be stated under Contract Data Part One.*
- *The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor.*

The Contractor's Personnel

- *The Contractor provides an Organogram and Curriculum Vitae's of all his Key People (both as required by the Employer and as independently stated by the Contractor under Contract Data Part 2) and shows how such Key people communicate with the Project Manager, the Supervisor and their delegates.*
- *The Contractor employs a CSHEO, based on Site, as a key person under ECC Clause 24.1.*

Insurance provided by the Employer

As detailed above

Provision of bonds and guarantees

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

Records of Defined Cost, payments & assessments of compensation events to be kept by the

The *Contractor* keeps all records available for the *Project Manager* to inspect.

Training workshops and technology transfer

The *Contractor* facilitates the following requirements for training workshops;

- A safety, pre-mobilisation workshop
- Any other training as required by law or specifications referred to in this document.

4. Engineering and design of the works

Employer's design

Parts of the *works* which the *Contractor* is to design³

Procedure for submission and acceptance of *Contractor's* design

Use of *Contractor's* design

Equipment required to be included in the *works*⁴

As-built drawings, operating manuals and maintenance schedules

The contractor shall provide As Built marked up documentation as part of the handover documentation.

This shall include any changes to the installation as indicated on the Engineers drawings / documentation. All documentation issued by the Engineer shall be returned stamped "As Built" and signed by the Contractor as reflecting the As Built status of the project. All drawings are to be certified As Built even if there are no changes, in which case the drawing without redline mark-up will be certified with a stamped As Built status and signed off by the Contractor.

These drawings shall form part of the work pack, however a scanned copy of the certified As Built drawing will be issued back to the Engineer for update of the project As Built documentation.

³ The information in this section is required by the contract. Do not delete.

⁴ The information in this section is required by the contract. Do not delete.

General Arrangement drawings accuracy of As Built mark-ups must be within the tolerance stipulated in the documentation, or a maximum of 0.05%, whichever is the more accurate.

5. Procurement

Personnel:

Minimum requirements of people employed on the Site

Subcontracting

Preferred subcontractors

Limitations on subcontracting

Plant and Materials

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

Contractor's procurement of Plant and Materials

Tests and inspections before delivery⁵

Marking Plant and Materials outside the Working Areas⁶

Contractor's Equipment (including temporary works)

NOT APPLICABLE

6. Construction

Temporary works, Site services & construction constraints

All personnel of the *Contractor* will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The *Contractor* shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the *Employer*. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the *Contractor* to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The *Contractor* will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The *Employer* may withdraw any or all permits without prior notice in the case of misuse, in which case the *Contractor* will have no claim against the *Employer*.

⁵ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’.

⁶ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’.

The *Contractor* shall make specific arrangements with the *Employer* to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the *Contractor* shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the *Contractor*.

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

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Restrictions to access on Site, roads, walkways and barricades

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

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

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

Title to materials from demolition and excavation⁷

Contractor's Equipment

Equipment provided by the Employer

NOT APPLICABLE

Site services and facilities provided by the Employer⁸

Facilities provided by the Contractor

The Contractor is required to install a meter for electricity and water. Should the Contractor's electricity consumption exceed 1000kWh, the Contractor will be liable to pay for usage of such. The Contractor will be billed for water consumption.

The Contractor is responsible to provide a site office, a change room, a storage container and the required toilets in respect with the local regulations.

If the Contractor needs any other facility, it is the Contractor's responsibility to bring its equipment on site at its own costs, and make sure it will be usable without interfering with the other activities on site.

⁷ The information in this section is required by the contract. Do not delete. If it does not apply to the works, delete the notes in italics and substitute the words 'Not applicable'.

⁸ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable', but ALWAYS state "the Contractor shall provide everything else necessary for Providing the Works".

The Contractor shall be responsible for removing of all waste materials and rubbish during construction and after completion of the project.

Existing premises, inspection of adjoining properties and checking work of Others

1.1 Site security and storage

The Contractor shall guard and/or provide ACSA approved security for the project *inter alia*:

- Equipment, material, tools and other items used in connection with the construction of the Plants;
- The subcontract works;
- Its employees and subcontractors to the extent required.

The Contractor shall provide secure and appropriate storage on the Site (or at nearby locations at the Contractor's cost) and properly identify all materials, supplies and equipment required for permanent and temporary Construction of the Plant. The Contractor shall be liable for any losses.

setting out of the *works*

site conditions and requirements

Note that the following site data is for tender purposes only. It is the responsibility of the Contractor to verify the data for design purposes.

It is the Contractor's responsibility to acquaint himself with the site conditions as well as the nature and strata of material on site. No additional claims will be entertained over and above the tender rates as submitted by the Contractor due to the lack of knowledge by the Contractor about the site conditions.

Construction requirements

Completion, testing, commissioning and correction of Defects

Electrical Test Reports / Certificates of Compliance are to be issued for every installation where individual circuits are listed with test results.

These test reports are to comply with local legislation and must be undertaken by a suitably qualified competent registered person.

Work to be done by the Completion Date⁹

All work is to be done by the Contractor shall be completed by the Completion Date, save for the following: [list project-specific exceptions and state by when the work should be completed]

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

⁹ The information in this section is required by the contract. Do not delete.

Use of the *works* before Completion has been certified¹⁰

Materials facilities and samples for tests and inspections

Commissioning

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

Take over procedures

Access given by the *Employer* for correction of Defects¹¹

Performance tests after Completion

Operational maintenance after Completion

7. Plant and Materials standards and workmanship

Investigation, survey and Site clearance

Building works

Civil engineering and structural works

Electrical & mechanical engineering works

Process control and IT works

¹⁰ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

¹¹ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

8. List of drawings

1.1. Drawings issued by the Employer

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

| Drawing number | Revision | Title |
|----------------------------------|----------|---|
| 60486428-ACM-FS-XX-DR-SE-00002-P | 0 | PLATFORM STEELWORK DETAILS |
| 60486428-ACM-FS-XX-DR-SE-00003-P | 0 | TANK FARM REMEDIAL WORK |
| 60486428-ACM-FS-XX-DR-SE-00004-P | 0 | BARRIER RAIL FOR ANODE JUNCTION BOX |
| 60486428-ACM-FS-XX-DR-SE-00001-P | 0 | CATLADDER STEELWORK DETAILS |
| 60486428-ACM-FD-XX-DR-CE-00100-T | 0 | CIVIL WORKS LAYOUT AND SETTING INFORMATION |
| 60486428-ACM-FD-XX-DR-CE-00101-T | 0 | CIVIL WORKS LAYOUT AND SETTING INFORMATION |
| 60486428-ACM-FS-XX-DR-CE-00100-T | 0 | CIVIL WORKS LAYOUT AND SETTING INFORMATION |
| 60486428-ACM-FS-XX-DR-AR-01001-P | 0 | NEW GUTTER – PLANS, SECTIONS & ELEVATIONS |
| 60486428-ACM-FS-XX-DR-AR-01002-P | 0 | NEW DISABLED RAMP PLAN + ELEVATION |
| 60486428-ACM-FS-XX-DR-AR-01003-P | 0 | NEW DISABLED RAMP PLAN + ELEVATION |
| AMA-ENE-EL-GL-DM-2503-00 | B01 | FUEL PROJECT APRON HYDRANT BRAVO APRON CABLING BLOCK DIAGRAM |
| AMA-ENE-EL-GL-DM-2509-00 | B01 | FUEL PROJECT APRON HYDRANT DELTA APRON CABLING BLOCK DIAGRAM |
| FFM-ENE-EL-GL-DM-2016-00 | C04 | FUEL PROJECT FUEL STORAGE DEPOT INSTRUMENTATION/DATA CABLING BLOCK DIAGRAM |
| FHL-ENE-EL-GL-DM-2201-00 | C02 | FUEL PROJECT FUEL HYDRANT LINE CABLING BLOCK DIAGRAM |
| FFD-ENE-ME-GL-DE-1540-00 | B01 | FUEL PROJECT FORWARD FUEL DEPOT CATHODIC PROTECTION |
| FFM-ENE-ME-GL-DB-0110-00 | B01 | FUEL PROJECT FUEL STORAGE DEPOT CABLE ROUTING FOR CATHODIC PROTECTION |
| FHL-ENE-ME-GL-DB-0800-00 | B01 | FUEL PROJECT CATHODIC PROTECTION GROUND BOREHOLE & TRU POSITIONS AROUND CONTROL TOWER & DELTA APRON |

| | | |
|--------------------------|-----|---|
| AMA-ENE-EL-GL-DM-2505-00 | C02 | FUEL PROJECT APRON HYDRANT ELECTRICAL INSTALLATION EARTHING INFRASTRUCTURE |
| AMA-ENE-EL-GL-DM-2507-00 | C02 | FUEL PROJECT APRON HYDRANT VALVE CHAMBER TYPICAL EARTHING INFRASTRUCTURE |
| FFD-ENE-EL-GL-DM-2310-00 | C03 | FUEL PROJECT FORWARD FUEL DEPOT DEPOT EARTHING INFRASTRUCTURE |
| FFD-ENE-EL-GL-DM-2315-00 | C03 | FUEL PROJECT FORWARD FUEL DEPOT BOWSER LOADING FACILITY EARTHING INFRASTRUCTURE |
| FFD-ENE-EL-GL-DM-2316-00 | C04 | FUEL PROJECT FORWARD FUEL DEPOT OWN USE FACILITY EARTHING INFRASTRUCTURE |
| FFM-ENE-EL-GL-DM-2019-00 | C03 | FUEL PROJECT FUEL STORAGE DEPOT BULK RECEIPT FACILITY EARTHING INFRASTRUCTURE |
| FFM-ENE-EL-GL-DM-2022-00 | C03 | FUEL PROJECT FUEL STORAGE DEPOT TANK FARM EARTHING INFRASTRUCTURE |
| FFM-ENE-EL-GL-DM-2026-00 | C02 | FUEL PROJECT FUEL STORAGE DEPOT INTO HYDRANT PUMP BAY EARTHING INFRASTRUCTURE |
| FFM-ENE-EL-GL-DB-2025-01 | B01 | FUEL PROJECT FUEL STORAGE DEPOT BRIDGER RECEIPT FACILITY HAZARDOUS AREA LAYOUT |
| FFM-ENE-EL-GL-DB-2025-02 | B01 | Fuel Project Tank Farm Into-Hydrant Pumpbay Hazardous Area Layout |
| FFM-ENE-EL-GL-DB-2025-03 | B01 | Fuel Project Fuel Storage Depot Bridger Tank Farm Hazardous Area Layout |
| FFM-ENE-EL-GL-DB-2025-04 | B01 | Fuel Project Fuel Storage Depot Separator Hazardous Area Layout |
| FHL-ENE-EL-GL-DB-2029-00 | B01 | Fuel Project Haradous area Zoning For Fuel Hydrant Elements |
| FHL-ENE-EL-GL-DB-0101-00 | B01 | Fuel Project Fuel Hydrant Line Low-Point Chamber Details Double Low Points LP1, LP2, LP3, LP4, LP5 Electrical Layout |
| FHL-ENE-EL-GL-DB-0101-01 | B01 | Fuel Project Fuel Hydrant Line Low-Point Chamber Details Single Low Points LP6, LP7, LP8, LP9, LP10 Electrical Layout |
| FHL-ENE-ME-GL-DA-1200-00 | B01 | Fuel Project Fuel hydrant Line Layout |
| AMA-ENE-EL-GL-DM-2508-01 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC1 |
| AMA-ENE-EL-GL-DM-2508-02 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC2 |
| AMA-ENE-EL-GL-DM-2508-03 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC3 |
| AMA-ENE-EL-GL-DM-2508-04 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC4 |
| AMA-ENE-EL-GL-DM-2508-05 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC5 |

| | | |
|---------------------------------------|------------|---|
| AMA-ENE-EL-GL-DM-2508-06 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC6 |
| AMA-ENE-EL-GL-DM-2508-07 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC7 |
| AMA-ENE-EL-GL-DM-2508-08 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC8 |
| AMA-ENE-EL-GL-DM-2508-09 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC9 |
| AMA-ENE-EL-GL-DM-2508-10 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC10 |
| AMA-ENE-EL-GL-DM-2508-11 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC11 |
| AMA-ENE-EL-GL-DM-2508-12 | B01 | Fuel Project Apron Hydrant Valve Chamber Electrical Details VC12 |
| 60486428-ACM-00-GL-DR-EE-00001 | T00 | Fuel Project Typical Mounting Details For Emergency Stop Buttons |
| 60486428-ACM-00-GL-DR-EE-6001 | T00 | Fuel Project Redundant Fibre Optic Cable Route |
| 60486428-ACM-00-GL-DR-EE-11001 | T00 | Fuel Project Emergency Stop Button Cable Block Diagram |
| 60486428-ACM-AL-GL-DR-EE-3001 | T00 | Fuel Project Alpha PLC Loop Diagram |
| 60486428-ACM-AL-GL-DR-EE-3002 | T00 | Fuel Project Alpha PLC Loop Diagram |
| 60486428-ACM-BR-GL-DR-EE-3001 | T00 | Fuel Project Bravo PLC Loop Diagram |
| 60486428-ACM-DL-GL-DR-EE-3001 | T00 | Fuel Project Delta PLC Loop Diagram |
| 60486428-ACM-DL-GL-DR-EE-3002 | T00 | Fuel Project Delta PLC Loop Diagram |
| 60486428-ACM-FSD-GL-DR-EE-3001 | T00 | Fuel Project Fuel Storage PLC Loop Drawing |
| 60486428-ACM-FSD-GL-DR-EE-3002 | T00 | Fuel Project Fuel Storage PLC Loop Drawing |
| | | |
| | | |
| | | |

C3.2 CONTRACTOR'S WORKS INFORMATION

PART C4: SITE INFORMATION

| Document reference | Title | No of pages |
|-----------------------|-------------------------------------|-------------|
| C4 | This cover page Site Information | 1 |
| Total number of pages | | |

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

The site works and proposed site lay down areas are referenced on the image below, within the boundaries of King Shaka International Airport. Contractor to note areas deemed “Airside” are restricted access control area. Adherence to ACSA’s escorting and permit controls conditions apply.

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.



Existing buildings, structures, and plant & machinery on the Site

Subsoil information

Hidden services

Ground penetrating radar scanning to be done prior to any excavation to prove unknown services. Report identifying unknown services to be issued prior to excavation.

Other reports and publicly available information