AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED, CAPE TOWN INTERNATIONAL AIRPORT

TENDER REFERENCE NO.: CTIA8230/2026/RFP

PROJECT: Request for Bids for Appointment of professional services for stage 1 to 6 of various fuel depot projects at Cape Town International Airport depot for 36 months.

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between	Airports Company South Africa SOC Limited Applicable at Cape Town International Airport (Registration Number: 1993/004149/30)
and	…… (Consultant name) (Registration Number: ……)
for	The appointment of a multi-disciplinary Consultant to provide professional engineering and associated services (Stages 1 to 6) for the Fuel Depot Upgrade Projects at Cape Town International Airport (CTIA)

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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: THE APPOINTMENT OF A CONSULTING ENGINEERING CONSULTANT (Stages 1 to 6) FOR THE FUEL DEPOT UPGRADE PROJECTS AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA), Tender Reference CIA RFP XXXX.

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 Consultant 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)	…… Rand
(in figures)	R …… including VAT

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE (Part C2).

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 Consultant 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	

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 Consultant 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
- Part C5 Annexures

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

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

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

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

Signature(s)	
Name(s)	
Capacity	
for the Employer	Airports Company South Africa SOC Limited, Cape Town International Airport, Private Bag X9002, Cape Town, 7525
Name & signature of witness	
Date	

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

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

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

	For the Employer	**For the Bidder**
Signature(s)		
Name(s)		
Capacity		
Name and address	Airports Company South Africa SOC Limited Cape Town International Airport Private Bag X9002, Cape Town, 7525	(insert name and address of organisation)
Name & signature of witness		
Date		

C1.2a Contract Data — Part One: Data provided by the Employer

The conditions of contract are selected from the NEC3 Professional Services Contract, April 2013. Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract to which it mainly applies.

1 General

Clause	Statement / Data
—	**The conditions of contract are the core clauses and the clauses for:**
Main Option	P: Percentage Based Contract, based on the cost of works, in accordance with the Government Gazette "Guidelines and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" (Act No. 46 of 2000), latest gazetted edition, administered as a Priced Contract with Activity Schedule (see Part C2: Pricing Data).
Dispute resolution Option	W1: Dispute resolution procedure
Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer X17: Low service damages X18: Limitation of liability X20: Key performance indicators Z: Additional conditions of contract of the NEC3 Professional Services Contract, April 2013.
10.1	The Employer is (Name): Airports Company South Africa SOC Limited, Cape Town International Airport
	Address: Cape Town International Airport, Private Bag X9002, Cape Town, 7525
	Tel No.: 021 937 1200 Fax No.: 021 936 2937
11.2(9)	The services are the provision of multi-disciplinary professional engineering and associated services (mechanical, electrical, electronic/control and instrumentation, and construction health and safety) for Stages 1 to 6 in respect of the Fuel Depot Upgrade Projects at Cape Town International Airport, as more fully described in Part C3: Scope of Work.
11.2(10)	The following matters will be included in the Risk Register: • Availability of as-built information • Access to Site • Statutory approvals and ACSA approvals • Site constraints and constructability • Notification of Claims • Financial and Procurement
11.2(11)	The Scope is in the document called Part C3: Scope of Work
12.2	The law of the contract is the law of the Republic of South Africa
13.1	The language of this contract is English
13.3	The period for reply is seven (7) days
13.6	The period of retention is 5 years following Completion or earlier termination of the contract

2 The Parties' Main Responsibilities

25.2	The Employer provides access to the following persons, places and things:
	1 Available as-built information and existing services in the Employer's possession — access date: upon award of the Project(s) 2 Relevant engineering, operational

	and maintenance personnel of ACSA (including CTIA Fuel Depot Operations and Airside Operations) — access date: upon award of the Project(s)

3 Time

31.2	The starting date is the date of signature of this contract by ACSA, or such later date as is confirmed in writing by the Employer's Agent.
11.2(3)	The completion date for the whole of the services is 36 months after the starting date.
11.2(6)	Key dates: the Stage 3 Design Development gate (FIDPM investment-decision gate) and the Stage 4 tender documentation submission are key dates, the dates for which shall be confirmed in the Accepted Programme.
31.1	The Consultant submits a first programme for acceptance within two (2) weeks of the Contract Date.
32.2	The Consultant submits revised programmes at intervals of no longer than four (4) weeks.

4 Quality

40.2	The quality policy statement and quality plan are provided within four (4) weeks of the Contract Date.
41.2	The defects date is 52 weeks after Completion of the whole of the services.
43.2	The defects correction period is two (2) weeks.

5 Payment

50.1	The assessment interval ends and starts at 12h00 on the 25th day of each successive month.
51.1	The period within which payment is made is four (4) weeks after the receipt of a valid tax invoice.
51.2	The currency of this contract is the South African Rand (ZAR).
51.4 / 51.5	The interest rate is the prime lending rate (calculated on a 365-day year) charged by Nedbank of South Africa from time to time, as certified, in the event of dispute, by any manager of that bank.

6 Compensation Events

No data required for this section of the conditions of contract.

7 Rights to Material

No data required for this section of the conditions of contract.

8 Indemnity, Insurance and Liability

Refer also to Part C1.4 and Part C5, Annexure B: ACSA Insurance Clauses for Capex Projects.

Event	Cover	Minimum period maintained
Failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services	Professional Indemnity Insurance — R5,000,000	4 years following Completion of the whole of the services or earlier termination

Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property, resulting from an action or failure to act by the Consultant	Public Liability Insurance — R10,000,000	4 years following Completion of the whole of the services or earlier termination
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act, 130 of 1993	3 years

Where the Employer takes out insurance in excess of, or additional to, the insurance cover taken out by the Consultant, the Consultant becomes liable for the deductibles applicable in the event of a claim under the Employer's insurance. Should the Consultant default in its insurance obligations, the Employer may itself take out the relevant insurance and deduct the premiums, and the Consultant remains responsible for the applicable deductibles.

82.1	The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to 100% of the Total of the Prices, and applies in contract, delict and otherwise to the extent allowed under the law of the contract. The excluded matters are obligations and amounts payable by the Consultant as stated in this contract for: delay damages; loss or damage to third-party property; death of or bodily injury to a person other than an employee of the Consultant; an infringement by the Consultant of the rights of Others; and the Consultant's insurance obligations.
82.2	Subject to the other provisions of this contract, the Consultant's liability to the Employer is limited to that proportion of the Employer's losses for which the Consultant is responsible under this contract.

9 Termination

Refer to Secondary Option Clause X11.

10 Data for the Main Option Clause

Z1	Refer to Z-clause Z1: Estimation of fees.
21.3	The Consultant prepares forecasts of the total of the expenses at intervals of no longer than four (4) weeks.

11 Data for Dispute Resolution Option W1

W1.1	The Adjudicator is the person selected by the Parties, as and when a dispute arises, in terms of the relevant Z clause, from the Panel of Adjudicators set out at Z4 below.
W1.2(3)	The adjudicator nominating body is the current Chairman of the Johannesburg Advocates' Bar Council.
W1.4(2)	The tribunal is Arbitration.
W1.4(5)	The arbitration procedure is as set out in The Rules for the Conduct of Arbitrations, 2013 Edition, 7th Edition, published by The Association of Arbitrators (Southern Africa). The place where arbitration is to be held is Cape Town, South Africa. The Arbitrator is the person selected by the Parties, as and when a dispute arises, from the Panel of Arbitrators set out at Z5 below; the arbitrator nominating body is the Chairman of the Johannesburg Advocates' Bar Council.

12 Data for Secondary Option Clauses

X7	**Delay Damages**
X7.1	Delay damages for the whole of the services are 0.5% per day, to a maximum of 10% of the Total of the Prices at the completion date.
X10	**The Employer's Agent**
X10.1	Name: Ronald Thanjekwayo Address: Southern Office Block, Cape Town International Airport, Private Bag X9002, Cape Town, 7525 The authority of the Employer's Agent is Project Manager, as set out in the Contract Data.
X11	**Termination by the Employer**
X11.1	The Employer may terminate the Consultant's obligation to Provide the Services for a reason not stated in this contract by notifying the Consultant.
X17	**Low Service Damages**
X17.1	[Not utilised for this appointment — to be confirmed by the Employer's Agent should specific service-level thresholds and damages be required for a particular Project package.]
X18	**Limitation of Liability**
X18.1	Consultant's liability to the Client for indirect or consequential loss is limited to: The total of the losses incurred and/or repairs to the damages caused
X18.2	Consultant's liability for Defects not found until after the defects date is limited to: The total of the losses incurred and/or repairs to the damages caused.
X18.3	Consultant's liability for loss or damage to the Client's property may be limited to: The total of the losses incurred and/or repairs to the damages caused.
X18.4	Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to: The total of the losses incurred and/or repairs to the damages caused. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer’s property, Delay damages Defects liability, Insurance liability to the extent of the Contractor’s risks Loss of or damage to property(other than the works, Plant and Materials) death of or injury to a person damage to third party property; and infringement of an intellectual property right
X18.5	The *end of liability date* is: 3 years after Completion of the whole of the services.

X20	Key Performance Indicators
X20.1	The Consultant's performance is measured against the Service Levels and Deliverables set out in Part C3 (section C3.3.10), assessed under the categories Service Level Agreement (Time, Cost, Quality), Governance (Compliance, Risk, Ethics) and Sustainability (Transformation, Innovation), consistent with the weighting adopted in the DP01 Demand Requisition for these Projects.

Additional Conditions of Contract (Z Clauses)

Z1	Estimation of fees. It is specifically recorded that the fees charged by the Consultant for services rendered in connection with and/or under this Contract shall be in terms of the Government Gazette "Guideline for Services and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" (Act No. 46 of 2000), latest gazetted edition, applied on the percentage-fee, Priced Contract with Activity Schedule basis described in Part C2: Pricing Data.
Z2	Tax invoices — the Consultant's invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the Consultant to the Employer include the details stated in the Scope to show how the amount due has been assessed, and the details required by the Employer for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace with: Each payment is made by the Employer within four weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3	Communications and Notices. Add to the end of the first sentence of core clause 13.1: All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party — if delivered by hand, on the date of delivery; if posted by ordinary mail or registered post, on the fifth calendar day following the date of posting; if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission.

Z4 Appointment of the Adjudicator

An Adjudicator is appointed when a dispute arises, from the Panel of Adjudicators below. In the event that no Adjudicator from the Panel is based in the province where the Employer is located, the Parties shall nominate an Adjudicator outside of the Panel. The referring Party nominates an Adjudicator, which nomination is either accepted or rejected by the other Party. In the event of a rejection, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Adjudicator from the Panel below, or, where there is no Adjudicator from the relevant province on the Panel, from the list of Adjudicators nominated by the Parties. An appointed Adjudicator provides a written award no later than 30 days following the last day of closing arguments. The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013.

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

Z5 Appointment of the Arbitrator

An Arbitrator is appointed when a dispute arises, from the Panel of Arbitrators below, following the same nomination, rejection and deadlock-referral procedure as for the Adjudicator at Z4 above. An appointed Arbitrator provides a written award no later than 30 days following the last day of closing arguments.

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

Z6	Interpretation of the law. 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.
Z7	Providing the Works. Delete core clause 20.1 and replace with the following: The Consultant will supervise the works in accordance with the Works Information and warrants that the results of the works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.
Z8	Extending the defects date. Add the following as new core clause 46: (Z8.1) If the Employer cannot use the works due to a Defect which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works. (Z8.2) If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the replaced part is delayed by a period equal to that between Completion and the date the part is replaced. (Z8.3) The Project Manager notifies the Consultant of the change to a defects date when the delay occurs; the extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data.
Z9	Termination. Add 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".
Z10	Cession, delegation and assignment. (Z10.1) The Consultant 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. (Z10.2) The Employer may cede and/or delegate its rights and obligations under this contract to any person or entity, and may notify the Consultant prior to such cession and/or delegation taking place.
Z11	Ethics. (Z11.1) The Consultant undertakes not to give or cause any offer, payment, consideration, or benefit of any kind which constitutes or could be construed as an illegal or corrupt practice, directly or indirectly, as an inducement or reward for the award or execution of this contract, and to comply with all laws relating to the prevention and combating of bribery, corruption and money laundering, including the Prevention and Combating of Corrupt Activities Act, 12 of 2004. (Z11.2) Breach of this clause constitutes grounds for terminating the Consultant's obligation to Provide the Works, or other appropriate action (including civil or criminal action); lawful inducements and rewards do not constitute grounds for termination. (Z11.3) If the Consultant is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices in connection with this contract, the Employer may terminate the contract in accordance with core clause 92.2; the amount due on termination is A1.
Z12	Confidentiality. (Z12.1) All information obtained under or arising from this contract is confidential and shall not be used, divulged or published to any person not party to this contract without the prior written consent of the Project Manager or the Employer, which shall not be unreasonably withheld. (Z12.2) Information is regarded as confidential until the Project Manager notifies otherwise, save for information disclosed to the Consultant's employees for implementation purposes; information the Consultant is required by law to disclose (subject to prior notice to the Employer); or information which enters the public domain other than by default of the Consultant. (Z12.3) The taking of images of the works, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager; all rights in such images vest exclusively in the Employer. (Z12.4) The Consultant ensures that its Sub-Consultants abide by this clause.
Z13	Employer's step-in rights. (Z13.1) If the Consultant defaults by failing to comply with its obligations and fails to remedy such default within two weeks of notification by the

	Project Manager, the Employer may, without prejudice to its other rights, remedy the default itself or procure a third party to do so; the reasonable cost is borne by the Consultant. (Z13.2) The Consultant co-operates with the Employer and facilitates the use of all required information, materials, drawings, CAD materials, data, software, models, plans, designs, programmes, diagrams, evaluations, specifications, schedules, reports, calculations and other recorded information prepared under or in connection with the works, and generally does all things required by the Project Manager to achieve this end.
Z14	Intellectual Property. (Z14.1) Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, 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 are not used for any purpose other than carrying out the works. (Z14.3) The Consultant gives the Employer an irrevocable, transferrable, non-exclusive, royalty-free licence to use and copy all IP related to the works for constructing, repairing, demolishing, operating and maintaining the works. (Z14.4) The Consultant indemnifies the Employer against any claim alleging infringement of IP rights arising out of the design, manufacture, construction or execution of the works, the use of the Consultant's Equipment, or the proper use of the works. (Z14.5) The Employer shall, at the Consultant's request and cost, assist in contesting any such claim. (Z14.6) The Consultant will not use the Employer's IP in any manner without the Employer's prior written consent.
Z15	Dispute resolution — amendments to Option W1. (Z15.1) Under clause W1.3, in the fourth row of the first column of the adjudication table, the words "excluding disputes relating to termination of the contract" are added after the words "any other matter". (Z15.2) The following is added at the end of clause W1.3: "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
Z16	Transformation / B-BBEE compliance. The Consultant shall be expected to annually present a compliant B-BBEE certificate and shall conform to ACSA's Transformation Imperatives for the duration of the appointment; its B-BBEE rating, as assessed at award, shall be maintained or improved throughout the Contract Period. Failure to adhere to this requirement shall be considered a material breach of the conditions of this Contract, the sanction for which may be cancellation of this Contract.

C1.2b Contract Data — Part Two: Data provided by the Consultant

The conditions of contract are the NEC3 Professional Services Contract, April 2013. Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract to which it mainly applies.

10.1	The Consultant is (Name):……
	Company registration number: …… VAT number: ……
	Address: ……
	Tel No.: …… Email: ……
11.2(3)	The completion date for the whole of the services is as required by the Employer (see Part C1.2a, clause 11.2(3)).
22.1	The Consultant's key persons are (attach CVs and copies of relevant certificates for each — see Part C3, section C3.2.8):

Role	Name	Qualification / registration	Experience
Principal Consultant			
Mechanical Engineer			
Electrical Engineer			
Electronic / Control & Instrumentation or Electro-Mechanical Engineer			
Construction Health and Safety Agent (Pr. CHSA)			

11.2(10)	The following matters (if any) will be included in the Risk Register: • Availability of as-built information • Access to Site • Progress versus programme • Cash flow management
11.2(13)	The staff rates are as stated in Part C2: Pricing Data.
25.2	The Employer provides access to the following persons, places and things:
	1. Available as-built information and existing services — access date: upon award of the Project(s). 2. Relevant engineering, operational and maintenance personnel of ACSA — access date: upon award of the Project(s).
A	**Priced Contract with Activity Schedule**
11.2(14)	The activity schedule is in Part C2: Pricing Data.
11.2(18)	The tendered total of the Prices is as stated in the Form of Offer and Acceptance (C1.1).

C1.3 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 Airports Company South Africa (ACSA) to comply with the requirements of:

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

To this end, an Agreement must be concluded before any consultant/subcontracted work may commence. The parties to this Agreement are:

Name of Organisation:	AIRPORTS COMPANY SOUTH AFRICA — CAPE TOWN INTERNATIONAL AIRPORT
Physical Address:	Airports Company South Africa, Cape Town International Airport, Private Bag X9002, Cape Town, 7525
Name of Organisation:	…… (the Consultant)
Physical Address:	……

General Information Forming Part of this Agreement

1. The Occupational Health & Safety Act comprises Sections 1–50 and all unrepealed Regulations promulgated under the former Machinery and Occupational Safety Act, No. 6 of 1983, as amended, together with other Regulations promulgated under the Act and other relevant Acts pertaining to the work in hand.
2. This Agreement does not affect the Client's separate legal status as an employer or as a user of plant.
3. Section 37 of the Occupational Health & Safety Act potentially exposes Employers (Principal Contractor) to liability for unlawful acts or omissions of Mandataries (Contractors), save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the Act by the Mandatary.
4. All documents attached to or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement, Mandataries must be familiar and conversant with the relevant provisions of the OHS Act 85 of 1993 and applicable Regulations.
6. Mandataries who utilise the services of their own mandataries (subcontractors) must conclude a similar written agreement with them.
7. This Agreement places the onus on the Mandatary to contact the Client in the event of an inability to perform as per this Agreement.
8. This Agreement is binding for all work the Mandatary 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 seven days before work commences.

The Undertaking — Insurance

1. The Mandatary confirms that its employees are covered in terms of the COID Act, which cover shall remain in force whilst such employees are present on site, and shall provide proof, before commencing any work on site, that it is in good standing with the Compensation Fund or a Licensed Insurer.

2. The Mandatary warrants that it holds Public Liability Insurance as required by the Subcontract Agreement, and any other insurance cover that adequately provides for possible losses, for the duration of its contractual relationship with the Client.

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, the undersigned confirms that the provisions of the OHS Act 85 of 1993 and its regulations shall be complied with.

Mandatary	……
Signature on behalf of Mandatary	……
Date	……
Airports Company South Africa	……
Signature on behalf of the Client	……
Date	……

C1.4 ACSA Insurance Clauses

The insurance clauses referred to in Part C1.2a, clause 8, and applicable to this Contract are set out in full at Part C5, Annexure B: ACSA Insurance Clauses for Capex Projects. The following definitions apply throughout this Contract wherever the terms are used.

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; and
- The area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

Fuel Farm Area refers to the CTIA bulk fuel storage, receipt, hydrant pumping and distribution facility comprising the bulk storage tanks, hydrant pump house, receipt/offloading infrastructure, Filter Water Separators, pipework and associated fire-fighting and cathodic protection systems that are the subject of the Fuel Depot Upgrade Projects, situated within the Airside boundary as described in Part C4: Site Information.

Section B: Insurance Clauses. Refer to Part C5, Annexure B.

Part C2: Pricing Data

The appointment of the Consultant, comprising the multi-disciplinary professional team described in Part C3: Works Information, is in accordance with the Built Environment Professional Councils' Guideline Scope of Services and Tariff of Fees for Persons Registered, unless stated otherwise elsewhere in this document, amended in line with ACSA's specific requirements for work within an operational, live fuel depot at CTIA.

C2.1 Pricing Assumptions and Instructions

C2.1.1 Basis of Remuneration

1. The conditions of contract selected for this appointment are the core clauses and the clauses for Main Option P: Percentage Based Contract, based on the cost of works, in accordance with the Government Gazette "Guidelines and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" (Act No. 46 of 2000), latest gazetted edition.
2. Consistent with ACSA's standard practice on comparable Professional Services Contracts, the percentage-based fee is administered as a Priced Contract with Activity Schedule (clause 11.2(14)): the Consultant's percentage fee, applied to the estimated/approved construction value of each Project, is converted into a lump sum per Project per Stage in the Activity Schedule at C2.2, against which the Price for Work Done to Date is assessed and invoiced.
3. The fee proposal for each discipline (Mechanical; Electrical; Electronic/Control or Electro-Mechanical Engineering; and, where instructed, other specialist disciplines) shall be based on a percentage of the construction value of the relevant Project(s), calculated from the recommended Tariff of Fees gazetted under the Engineering Profession Act, less the percentage discount offered by the Tenderer.
4. No administration fee is payable on sub-consultant remuneration.
5. The Health and Safety Agent's fee (SACPCMP-registered Pr. CHSA, Stages 3 to 6, see Part C3, section C3.3.2) shall be priced separately in the Activity Schedule, based on the SACPCMP Guideline Scope of Services and Tariff of Fees, amended in line with ACSA's requirements.
6. Tenderers shall price strictly in accordance with the Pricing Schedule at C2.2. This enables ACSA to compare priced offers on a like-for-like basis. Failure to submit a priced offer using the prescribed schedule will render the bid liable for disqualification.

C2.1.2 General Pricing Principles

- The amounts inserted in the Pricing Schedule are deemed to include all expenses, costs, overheads, profit and general obligations necessary to carry out the professional services described in Part C3: Works Information, except for the disbursements separately identified at C2.1.4.
- These Pricing Assumptions are the criteria which, read together with all parts of this Contract, it is assumed the Tenderer has considered when developing its prices.
- The short descriptions given in the Pricing Schedule are brief descriptions used only to identify the activities for which prices are required. Detailed descriptions of the Services to be priced are provided in Part C3: Works Information.
- A rate, sum and/or percentage fee, as applicable, is to be entered against each item in the Pricing Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero ("R0.00" or "Nil") shall be entered; an item against which no price is entered will be considered to be covered by the other prices in the Pricing Schedule.
- Tenderers are to price for any/all engineering disciplines required to complete the Projects listed at C2.2 under Normal Engineering Services, and for the full cost of all investigations, condition assessments and verification of existing infrastructure required by Part C3, whether or not previously investigated by others.
- During the appointment, professional fees for a given Project are adjusted in line with the estimated construction value and the percentage fee tendered for that Project. The first such fee adjustment for each Project occurs at the end of Stage 3: Design Development, coinciding with the FIDPM investment-decision gate described in Part C3, section C3.2.3.
- Stage 6 (Close-out) fees for a Project are only released upon completion and handover of all project documentation for that Project, including as-built information and Close-out Reports, in the formats required by Part C3. All third-party service provider data must be submitted at Project close-out.

C2.1.3 Definitions Used in the Pricing Schedule

Term	Meaning
Unit	The unit of measurement for an item of work (where applicable).
Quantity	The number of units of work for an item (where applicable).
Rate	The agreed payment per unit of measurement (where applicable).
Amount	The product of the quantity and the agreed rate for an item.
Sum	An agreed lump sum payment for an item, the extent of which is described in Part C3: Works Information, where the quantity of work is not measured in units.
Percentage Fee	The agreed fee for a service, the extent of which is described in Part C3: Works Information, expressed as a percentage of the construction contract value of a Project or part thereof.

C2.1.4 Disbursements

1. Disbursements are reimbursed at proven, actual cost. The Consultant shall provide proof of expenses (invoices/receipts) to be reimbursed; certified invoices will be checked for correctness by the Employer's Agent before payment.
2. Claimable disbursements are limited to the items listed below and are payable only where the cost is directly and demonstrably related to the Projects.

Item	Basis
Airside Induction Training (AIT)	At CTIA-published rate, per person (Part C3, section C3.3.13)
Airside Vehicle Operator Permit (AVOP) training (where driving airside is required)	At CTIA-published rate, per person (Part C3, section C3.3.13)
ACSA/CTIA personal access permits, security clearances and related permit fees	At cost, per person
Wayleave, building or other statutory service permits arising from the Projects	At cost
Printing, binding and laminating of tender/design/construction documentation (beyond normal digital issue)	At cost
Third-party/specialist sub-consultant costs approved in writing by the Employer's Agent (e.g. geotechnical, specialist testing)	At cost, on production of the sub-consultant's invoice
Measured survey, service location, scanning or physical exposure of existing services	At cost, on production of the service provider's invoice; where carried out by the Consultant's own staff, at the staff rates stated in the Pricing Schedule

instructed by the Employer's Agent under Part C3, section C3.3.8	
Miscellaneous ACSA-mandated training or induction courses not listed above	At CTIA-published rate

The following are not separately claimable as disbursements and are deemed included in the Consultant's professional fee: travelling time and expenses (office-to-site or home-to-site, in either direction), accommodation, telephonic/cellular calls, computer costs, typing of correspondence, payment certificates, variation orders or progress/financial reports, telefaxes and e-mails. All disbursement rates are exclusive of VAT.

C2.1.5 Contingency

Where a contingency allocation is included within the approved CAPEX budget provided by the Employer for a Project, that contingency does not form part of the Consultant's professional fee and may only be utilised with the Employer's prior written approval. A formal justification for release of contingency funds is required, linked to a defined change in the scope, cost or time of the relevant Project, and shall be dealt with in accordance with the compensation event provisions of the conditions of contract where applicable.

C2.1.6 Termination and Cancellation

1. The Employer reserves the right, by written notice to the Consultant, to cancel a Project or a Project stage at any time, in accordance with Option X11 (Termination by the Employer) and clause 92 of the NEC3 PSC, April 2013.
2. On termination or cancellation of a Project or Project stage, engineering services shall be assessed and paid in accordance with the amount due on termination provisions of the conditions of contract and the Activity Schedule at C2.2, based on work properly completed to the date of termination.
3. Where a Project or Project stage is terminated or cancelled, appointed third-party service providers and specialist sub-consultants (e.g. geotechnical, testing, site monitoring, environmental) shall be paid for work completed to that date.

C2.1.7 Currency, VAT and Price Basis

All rates, sums and percentage fees in the Pricing Schedule are to be quoted in South African Rand (ZAR), exclusive of Value Added Tax (VAT), which is shown and recovered separately in accordance with the Form of Offer and Acceptance (Part C1.1) and clause 50.9 of the conditions of contract.

C2.2 The Pricing Schedule (Activity Schedule)

C2.2.1 Structure of the Activity Schedule

1. The Activity Schedule below sets out the activity schedule referred to at clause 11.2(14) of the Contract Data. It lists the six Fuel Depot Upgrade Project references described in Part C3: Works Information, section C3.1, each broken down by ECSA-gazetted Stage 1 to Stage 6 (Part C3, section C3.2).
2. For each Project and Stage, the Tenderer enters the tendered percentage fee applied to the estimated construction value of that Project (or, where a discipline's fee is more appropriately priced as a lump sum or time-based rate, the corresponding Sum or Rate, consistent with the definitions at C2.1.3), and the resulting lump sum Amount for that Project/Stage combination.
3. The Consultant shall treat each Project reference as a discrete activity for the purposes of programming, cost reporting, invoicing (Price for Work Done to Date) and compensation event assessment, while the Health and Safety Agent's fee and Disbursements are priced as separate line items below, applicable across all Projects.
4. The estimated construction value used as the base for calculating each Project's percentage fee is derived from the Employer's approved CAPEX budget for the Projects of R6,927,504 (excl. VAT) (DP01 Demand Requisition, Rev 02), apportioned across the Project references as confirmed by the Employer's Agent at Contract Date, and updated at the Stage 3 gate in accordance with C2.1.2.

C2.2.2 Activity Schedule

Ref	Project	Stage 1 Inception	Stage 2 Concept & Viability	Stage 3 Design Development	Stage 4 Documentation & Procurement	Stage 5 Contract Admin. & Inspection	Stage 6 Close-out	Project sub-total
CTIA 3469 / 5029 / 5068 / 6643	ESD Replacement, DBB Valve Replacement, Tank Gauging & Tightness Control System Upgrade	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**
CTIA 5038	Pipeline Cathodic Protection	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**
CTIA 5043	Apron Pumps and Filter Water Separators (FWS) — Additional Receipt Capacity	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**
CTIA 5049 / 5079	Fuel Tanks Inlet and Outlet Pipes — Tank Relief (Product Return/By-pass Line) Valve Replacement	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**
CTIA 5075	Retrofit of Hydrant	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**

	Pumps to API 610 & PRT Pump Repositioning							
CTIA 5035	Low Point Drain Valve Replacement	R ___	R ___	R ___	R ___	R ___	R ___	**R ___**

Sub-total: Professional engineering fees (all Projects)

Health and Safety Agent (Pr. CHSA) — Stages 3 to 6, all Projects	**R ___**
Disbursements (provisional sum, per C2.1.4)	**R ___**
Contingency (per C2.1.5, if allocated by the Employer — not part of the Consultant's fee unless instructed)	**[amount, if applicable]**
Total of the Prices (excl. VAT)	**R ___**
VAT	**R ___**
Total of the Prices (incl. VAT)	**R ___**

Note: the "Total of the Prices (incl. VAT)" above shall correspond to the offered total of the Prices stated in the Form of Offer and Acceptance, Part C1.1.

C2.2.3 Payment against the Activity Schedule

1. Payment of fees is made in accordance with work completed, assessed against the agreed cash flow approved by the Employer's Agent, in accordance with the conditions of contract (see also Part C3, section C3.3.12: Invoicing and Payment of Fees).
2. Interim monthly fee claims shall show, per Project, the Price for Work Done to Date against the applicable Stage lump sum(s) in the Activity Schedule above, together with the Consultant's VAT registration number, banking details, the Employer's purchase order number and VAT registration number, and the contract number and title.
3. The assessment interval and payment period are as stated in the Contract Data (Part C1.2a, clauses 50.1 and 51.1).

Part C3: Scope of Work — Works Information

Tender Reference: CIA RFP XXXX — Appointment of Professional Consulting Engineering Services (Stages 1 to 6) for the Fuel Depot Upgrade Projects at Cape Town International Airport (CTIA).

C3.1 Employer's Scope

C3.1.1 Executive Overview

The fuel depot at Cape Town International Airport (CTIA) is a critical facility that ensures uninterrupted aviation fuel supply to the airport and its airline customers. To maintain operational efficiency, regulatory compliance and infrastructure reliability, Airports Company South Africa SOC Limited ("the Employer" / "ACSA") is undertaking a coordinated programme of fuel depot upgrade projects at CTIA ("the Projects").

The Projects encompass firefighting and leak detection system enhancements, full automation of the Emergency Shutdown System (ESD) and Tightness Control System (TCS), receipt meter and receipt capacity upgrades, cathodic protection of the hydrant and fire piping networks, operational safeguards against hydrant piping overpressure and tank overfill, bulk storage tank valve automation, retrofitting of hydrant pumps with condition-monitoring instrumentation to API 610, and retrofitting/relocation of Product Recovery Tank (PRT) pump hydrocarbon alarms.

Given the specialised and highly integrated nature of these Projects within a live, operational fuel depot, the Employer requires the appointment of a single, multi-disciplinary Consultant with demonstrable experience of fuel depot infrastructure, its operational constraints and applicable compliance requirements, to provide professional engineering and associated services for Stages 1 to 6 of the Projects.

C3.1.2 Employer's Objectives and Purpose of the Services

The Employer's objective is to appoint a Consultant to provide multi-disciplinary professional engineering services (mechanical, electrical, electronic/control and instrumentation) and associated specialist services (health and safety, and where required, environmental and transformation) to plan, design, document, procure, administer and close out the Fuel Depot Upgrade Projects described at C3.1.4 below, so as to:

- restore and enhance the safety, integrity and regulatory compliance of the CTIA fuel depot infrastructure;
- achieve full automation and integration of the Emergency Shutdown System (ESD) and Tightness Control System (TCS/leak detection);
- protect the depot's bulk storage tanks, hydrant system and fire-fighting infrastructure against corrosion, overpressure and overfill;
- increase and stabilise receipt capacity into the depot; and
- deliver each sub-project through the ECSA-gazetted Stages 1 to 6, culminating in a fully commissioned, as-built and warranted installation handed over to Operations.

The Consultant is responsible for the design, documentation, procurement support and construction-stage administration of the Projects, but is not the installing Contractor; execution Contractors will be procured separately under NEC3 Engineering and Construction Contracts (ECC3) using the tender documentation prepared by the Consultant under Stage 4 of this appointment.

C3.1.3 Interpretation and Terminology

Abbreviation	Meaning
ACSA	Airports Company South Africa SOC Limited
CTIA	Cape Town International Airport
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for the Project and Construction Management Professions
ESD	Emergency Shutdown System
TCS	Tightness Control System (leak detection system)

DBB	Double Block and Bleed (valve)
FWS	Filter Water Separator
PRT	Product Recovery Tank
CP	Cathodic Protection
SCADA	Supervisory Control and Data Acquisition
API	American Petroleum Institute
EI	Energy Institute
JIG	Joint Inspection Group
SANS	South African National Standards
ISO	International Organization for Standardization
OHS	Occupational Health and Safety
HIRA	Hazard Identification and Risk Assessment
FIDPM	Framework for Infrastructure Delivery and Procurement Management
BOQ	Bill of Quantities
NKP	National Key Point
AVOP	Airside Vehicle Operator Permit
PI	Professional Indemnity (insurance)
PL	Public Liability (insurance)

C3.1.4 The Projects

The Services are required in respect of the following group of Fuel Depot Upgrade Projects at CTIA (collectively "the Projects"). The Employer's estimated CAPEX budget for the Projects is R6,927,504 (excluding VAT), and the Consultant's appointment is for a proposed duration of 36 months from the Starting Date.

Project reference	Project title	High-level scope
CTIA 3469 / 5029 / 5068 / 6643	ESD Replacement, DBB Valve Replacement, Tank Gauging & Tightness Control System Upgrade	Phase 1 — SCADA System Upgrade: SCADA software/hardware upgrade, tank gauging software upgrade, integration of hydrant pump monitoring. Phase 2 — Leak Detection & ESD Enhancement: motorisation and integration of double block and bleed valves to enable fully automated TCS and ESD; repair/replacement of defective DBB valves; installation and integration of new sensors as necessary.
CTIA 5038	Pipeline Cathodic Protection	Rectifier replacement at New Bravo and Charlie hydrant piping; full study/assessment of the depot hydrant system CP status and upgrade per findings; anode installation on Bravo, Charlie and depot fire-system pipelines; replacement of old anodes around Tanks 1–4; installation and integration of a remote CP monitoring unit; insulation flange installation on 400 mm and 300 mm piping; three test points on hydrant lines; extension of CP to underground firefighting/foam piping currently not connected; connection of Bridger offloading pumps 7 & 8 to the

		CP system; installation of PRE's beneath each tank floor.
CTIA 5043	Apron Pumps and Filter Water Separators (FWS) — Additional Receipt Capacity	Study of flow conditions at the inlet of the three FWS units and layout modification to correct uneven/inconsistent flow (or confirmation that none is required); design, supply and installation of additional receipt capacity (pump, filter, air eliminator, flow meter).
CTIA 5049 / 5079	Fuel Tanks Inlet and Outlet Pipes — Tank Relief (Product Return/By-pass Line) Valve Replacement	Motorised actuation of bulk storage tank valves: replacement of manual hand-operated valves with actuated valves; an interlocking system preventing incorrect valve sequencing; a control and monitoring system for real-time status tracking; testing and commissioning to verify and certify compliance.
CTIA 5075	Retrofit of Hydrant Pumps to API 610 & PRT Pump Repositioning	Retrofit of hydrant pumps with condition-monitoring instrumentation, or replacement with pumps compliant with API 610 for fuel hydrant service; retrofit of hydrocarbon alarms to Product Recovery Tank (PRT) pumps and, where feasible, relocation of these pumps to spill-containment areas separate from the storage tanks, in compliance with API and EI 1540.
CTIA 5035	Low Point Drain Valve Replacement	Replacement of brass low-point drain adaptors with stainless-steel equivalents; reconfiguration of adaptor placement to improve technician access; installation of fire-safe stainless-steel isolation valves with lockable handles and position indicators; inspection and replacement of corroded piping sections; update of maintenance documentation and training protocols.

The Consultant shall treat each Project reference above as a discrete work package for the purposes of programming, cost reporting and compensation event assessment, while managing the interfaces between Projects (e.g. between the ESD/TCS automation and the cathodic protection and valve-actuation Projects) as a single, coordinated programme of work within the operational depot.

C3.2 Detailed Scope of Services

The Services comprise the ECSA-gazetted Stages 1 to 6 professional engineering deliverables (Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, latest Government Gazette edition) applied to each of the Projects listed at C3.1.4. The Consultant shall provide, as a minimum, the following stage deliverables.

C3.2.1 Stage 1: Inception

- Confirm the Employer's requirements, project objectives and constraints for each Project;
- conduct initial site assessments and stakeholder interviews at the CTIA fuel depot;
- identify applicable standards (EI/JIG, API, ISO, SANS) relevant to each Project;
- prepare a project brief and scope outline for each Project;
- develop a high-level risk register and regulatory considerations register; and
- submit a condition assessment and Inception Report for the Employer's acceptance.

C3.2.2 Stage 2: Concept and Viability

- Develop conceptual design options for each system (fire/ESD, cathodic protection, valve automation, receipt capacity, etc.);
- conduct feasibility studies and cost-benefit analyses;
- define technical strategies (e.g. API 610 pump retrofit approach, DBB valve automation logic, CP system topology);
- prepare preliminary CAPEX estimates and a funding strategy; and
- submit a Concept Design Report and Viability Assessment for the Employer's acceptance.

C3.2.3 Stage 3: Design Development

- Finalise preferred design solutions for each Project with detailed schematics;
- integrate multidisciplinary inputs (mechanical, electrical, civil, instrumentation);
- develop design criteria and performance specifications;
- coordinate with OEMs and regulatory bodies for compliance;
- develop a construction and integration methodology, having regard to the depot remaining operational throughout;
- prepare detailed engineering drawings and technical specifications;
- prepare a detailed cost estimate for the investment decision; and
- submit a Design Development Report and updated cost estimate for the Employer's acceptance — this is the gate at which the Employer takes its investment decision to proceed to Stage 4 in accordance with the FIDPM Framework.

C3.2.4 Stage 4: Documentation and Procurement

- Develop a Bill of Quantities (BOQ) and scope of work per procurement package;
- draft bid evaluation criteria and a scoring matrix aligned with ACSA's current procurement framework;
- prepare a draft NEC3 Engineering and Construction Contract (ECC3) for tender purposes for each construction package;
- assist with tender documentation and respond to contractor queries during tender;
- submit a Procurement Package and Tender Evaluation Plan;
- prepare technical responses to tender technical queries; and
- facilitate stakeholder engagement, including airport authorities, regulators and CTIA operational teams (in particular Fuel Depot Operations and Airside Operations).

C3.2.5 Stage 5: Contract Administration and Inspection

- Review contractor submittals and method statements for the construction Contractor(s) appointed under the resulting ECC3 contract(s);
- conduct site inspections and quality assurance audits;
- prepare monthly payment certificates;
- manage technical queries and change control (compensation events);
- prepare and update the project risk register;
- track progress against the programme and budget;
- prepare monthly progress and cost reports for the Employer's project board; and
- submit Inspection Reports, Site Instructions and Variation Logs.

C3.2.6 Stage 6: Close-out

- Verify completion against scope and standards for each Project;
- review commissioning results and performance tests;
- compile as-built documentation and asset handover packs (in accordance with the ACSA Data Dictionary and Capitalisation form requirements);
- submit a Final Close-Out Report, including lessons learned and CAPEX reconciliation; and
- support post-project evaluation and audit readiness.

C3.2.7 Additional / Specialist Services

In addition to the normal engineering services described above, the Consultant shall provide, or shall appoint suitably qualified sub-consultants to provide, the following additional services as part of its multi-disciplinary team:

- a Professional Health and Safety Agent, registered with SACPCMP as a Construction Health and Safety Agent (Pr. CHSA), appointed for Stages 3 to 6, to act as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014 (see C3.3.2);
- preparation of monthly project monitoring (project board) reports covering programme, cost, risk and safety performance across all Projects, for presentation to ACSA senior leadership;
- facilitation of site access, permits and stakeholder coordination with CTIA Fuel Depot Operations, Airside Operations and Airside Safety and Compliance; and
- where instructed by the Employer, transformation/CPG monitoring services consistent with ACSA's Transformation Imperatives (see C3.3.4).

C3.2.8 Professional Team Requirements

The Consultant shall provide, as a minimum, the following key personnel for the duration of the Services. CVs and copies of relevant certificates for each key person are assessed as part of the functionality evaluation of this contract, and the persons proposed at tender stage shall be those assigned to the Services unless replaced with the Employer's prior written approval by a person of equal or better qualification and experience.

Role	Qualification / registration	Experience
Principal Consultant	NQF 7 in Electrical, Mechanical, Electronics or Electro-Mechanical Engineering; ECSA registration as Pr Tech Eng or Pr Eng; SACPCMP registration as Pr CPM.	≥ 8 years' cumulative professional experience in project management/supervision, of which ≥ 5 years in infrastructure project management (pipelines, above-ground storage facilities or plant infrastructure); verifiable experience managing or supervising petroleum-related projects (pumps, hydrant systems, bulk fuel storage, controls and instrumentation), including at least one completed project at a petroleum site within the last 10 years; demonstrated contract administration expertise (NEC, FIDIC or JBCC).
Mechanical Engineer	NQF 7 in Mechanical Engineering with ECSA registration (Pr Tech Eng or Pr Eng).	≥ 5 years in the design of bulk fuel storage and hydrant systems, including hydraulic modelling for fuel distribution systems and application of API, EI and JIG standards.
Electrical Engineer	NQF 7 in Electrical/Electronics/Electro-Mechanical Engineering with ECSA registration (Pr Tech Eng or Pr Eng).	≥ 5 years' experience in depot electrical systems and hazardous areas (SANS 10108) and cathodic protection systems.
Electronic / Control & Instrumentation or Electro-Mechanical Engineer	NQF 7 in Electronics or Electro-Mechanical Engineering with ECSA registration (Pr Tech Eng or Pr Eng).	≥ 5–6 years in the design of emergency shutdown systems, valve automation and pump diagnostics, SCADA/PLC automation for fuel hydrant system control, and predictive analytics; at least one project where predictive

		analytics models were successfully implemented in a mechanical system.
Construction Health and Safety Agent	NQF Level 6 minimum, registered with SACPCMP as a Construction Health and Safety Agent (Pr. CHSA).	≥ 3 years' relevant experience in application of the OHS Act and Construction Regulations.

The Consultant shall submit an organogram showing the project team, their lines of authority/communication and the Project(s) to which each person is assigned, for the Employer's information within two weeks of the Contract Date.

C3.3 General Matters and Requirements

C3.3.1 Management and Start-up

(a) Management meetings

Regular meetings shall be held to proactively and jointly manage the Projects and minimise adverse risks, as summarised below. Attendees shall have the necessary delegated authority to make decisions on matters discussed. Records of meetings not listed below shall be circulated by the convening party within five days of the meeting.

Title / purpose	Frequency	Location	Convened by	Attendance
Kick-off meeting	Once-off, within 2 weeks of the Contract Date	CTIA	Employer's Agent	Employer's Agent, Consultant's key persons, Employer's Project Manager
Technical / design meetings	Fortnightly, or as agreed	CTIA / MS Teams	Consultant	Employer's Agent, Consultant's relevant discipline leads
Risk register and compensation events	Every two weeks	CTIA / MS Teams	Employer's Agent	Employer's Agent, Consultant
Overall contract progress and project board feedback	Monthly	CTIA	Consultant	Employer's Agent, Consultant, ACSA project board representatives
Site meetings (Stage 5 — construction administration)	Fortnightly during construction	Site / CTIA	Consultant	Employer's Agent, Consultant, appointed Contractor(s)

(b) Documentation control

The Consultant shall maintain and keep accessible to the Employer's Agent, for each Project, at minimum: the baseline and current programme; a cash-flow projection aligned to the programme; design and engineering drawings; the risk register; the health and safety file; a quality control file; and a record of all contractual correspondence, which shall be addressed to the Employer's Agent on the Consultant's official letterhead.

(c) Quality assurance requirements

All Services shall be performed with the skill, care and diligence of a competent professional consultant, in accordance with an ISO 9001-aligned quality management system. The Consultant shall submit its quality plan for each Project for the Employer's acceptance prior to commencing Stage 3 design work. Acceptance of the quality plan does not relieve the Consultant of its professional responsibility for the Services.

(d) Programming constraints

The Consultant's appointment is for a total period of 36 months. The Projects shall be delivered as a coordinated programme, having regard to: the FIDPM investment-decision gate at the end of Stage 3 before proceeding to Stage 4; the need to sequence design and construction work packages so as to minimise simultaneous disruption to fuel depot operations; and ACSA's budget cycle (financial year-end 31 March). The Consultant shall submit a first programme, compatible with MS Project, within two weeks of the Contract Date, and shall update it at intervals not exceeding four weeks thereafter.

(e) Consultant's key persons

The Consultant shall nominate a Principal Consultant with overall responsibility for the Projects. No change to a named key person may be made without the Employer's prior written approval, which shall not be unreasonably withheld provided a replacement of equal or better qualification and experience is proposed.

C3.3.2 Health and Safety

The Consultant shall at all times comply with the health and safety requirements prescribed by law as they apply to the Services, and with the ACSA Occupational Health and Safety Specification set out at C4.3 (the

ACSA Baseline HIRA at C4.4 and ACSA Generic Hazard Assessment at C4.5 apply to work within the fuel depot and are to be read together with this Works Information).

The Consultant shall appoint, or provide from its own resources, a Professional Health and Safety Agent registered with SACPCMP as a Pr. CHSA for Stages 3 to 6. The Health and Safety Agent shall audit construction activity, verify the appointed Contractor's compliance with the OHS Act, the Construction Regulations, 2014 and ACSA's OHS Specification, and submit a monthly report to the Employer's Safety Department, with a report-back at the monthly site meetings.

Given the presence of hydrocarbon storage, live hydrant piping, fire-fighting infrastructure and hot-work activity within the depot, the Consultant's Health and Safety Agent shall pay particular attention to: hot-work permitting; confined-space entry (tanks, valve chambers); working at height; excavation and trenching near live fuel/fire piping; and the depot's designated fire-safe zones.

C3.3.3 Environmental

The Consultant shall ensure that the Projects are designed and delivered in accordance with all applicable environmental legislation and ACSA policy and procedure, including the ACSA Construction Environmental Management Plan (EMP — EMS 050, at C4.7) and the ACSA Service and Maintenance Contractors' Environmental Terms and Conditions (EMS 048, at C4.6).

Design consultants shall explore and, where feasible, implement opportunities to minimise environmental impact, in particular in relation to hydrocarbon spill prevention and containment, stormwater and groundwater protection around the tank farm and hydrant network, and management of decommissioned equipment (old valves, anodes, piping) arising from the Projects.

C3.3.4 Transformation

ACSA subscribes to the National Transformation and Empowerment Imperatives and B-BBEE objectives. The Consultant shall conform to ACSA's Transformation Imperatives for the duration of the appointment, and its B-BBEE rating, as assessed at award, shall be maintained or improved throughout the Contract Period (see also Z16 at Part C1.2a). Where the Employer instructs Contract Participation Goal (CPG) monitoring in respect of any construction package procured under Stage 4, the Consultant shall incorporate the relevant monitoring and reporting requirements into its Stage 5 administration.

C3.3.5 Constraints of Project Implementation

The Projects will be carried out at a live, operational fuel depot at CTIA, which must continue supplying aviation fuel without interruption throughout the Contract Period. The designs, tender documentation, and construction programmes must account for various constraints and requirements, particularly:

- the depot is classified Airside and Restricted Area; access is controlled and subject to National Key Point (NKP) security requirements;
- hot work, excavation and any activity with an ignition risk require a hot-work permit from ACSA Fire and Rescue and are subject to gas-free certification where applicable;
- shutdown windows for tie-ins to live piping, valves, ESD/TCS systems and receipt infrastructure must be coordinated with Fuel Depot Operations and scheduled during agreed off-peak/non-operational windows;
- work on or adjacent to live hydrant piping, bulk storage tanks and fire systems must not compromise the depot's fire-fighting capability or fuel supply integrity at any time; and
- the Consultant's design and construction methodology must minimise simultaneous multi-Project disruption, sequencing the ESD/TCS, cathodic protection, valve-actuation, receipt-capacity and pump-retrofit work packages to limit the number of concurrent interventions within the depot.

These constraints do not, of themselves, entitle the Consultant to a change to the Contract Price or Period of Performance, save where they give rise to a compensation event or change in scope in accordance with the conditions of contract.

C3.3.6 Cooperating with and Obtaining Acceptance of Others

Whenever work being done by Others (including other CTIA capital projects, maintenance contractors, or the separately appointed construction Contractor(s) under Stage 5) is dependent on, adjacent to, or related to the Services, the Consultant shall sequence its work so as to minimise interference, and shall cooperate with such Others to ensure completion of the Services and the wider CTIA capital programme within the overall project programme.

The Consultant shall, as required, liaise with and obtain acceptance from statutory authorities (including the relevant fuel/petroleum regulatory bodies, the local municipality and fire authority) and make itself available for any inspections required in connection with the Projects.

C3.3.7 Service Enquiries, Wayleaves and Statutory Approvals

The Consultant shall be responsible for all service-related enquiries, wayleave applications and building/other permit applications arising from the Projects, the requirements of which shall be carried through into the design and tender documentation as necessary. All existing services within the depot (electrical, instrumentation, fire, potable water, fibre) shall be verified before design or construction commences.

C3.3.8 Information and Access Provided by the Employer

The Employer shall provide the Consultant, upon award of the Projects, with access to: the available as-built information and existing services information in the Employer's possession relevant to the fuel depot; and relevant CTIA engineering, operational and maintenance personnel, including Fuel Depot Operations and Airside Operations, to support the Consultant's site assessments and design verification.

The provision of this information does not relieve the Consultant of its professional responsibility to verify, by site investigation, all information used as a basis for its designs.

The Employer gives no warranty that the as-built information and existing services information made available is complete, current or accurate, and gives no undertaking that as-built information exists for any particular building, structure, service or installation within the fuel depot. The information is made available as it stands.

Where the Consultant requires as-built or existing services information that has not been made available, it shall notify the Employer's Agent in writing, stating what information is required, why it is required and the effect of its absence on the design or the programme. The Employer's Agent shall instruct either that the Consultant carries out measured survey, service location, scanning or physical exposure to establish the information, or that the design proceeds on stated assumptions recorded in the relevant design report and in the risk register.

Investigation instructed under this section is reimbursed as a disbursement in accordance with Part C2, section C2.1.4. The Consultant shall allow in its programme for the verification of existing conditions on site and shall not rely on as-built information for design or construction purposes without verifying it on site.

C3.3.9 Reporting

The Consultant shall compile a monthly project monitoring (project board) report as an overall performance indicator across the Projects, containing a cost report of expenditure against the approved CAPEX budget (R6,927,504 excl. VAT) and the anticipated spend to the end of the financial year, together with programme, risk and safety status. The Consultant shall manage and report on all specialist sub-consultants appointed under this Contract.

C3.3.10 Service Levels, Deliverables and Key Contractual Concerns

The Consultant's performance is assessed against the following service level, governance and sustainability categories and indicative weightings, consistent with the DP01 Demand Requisition for these Projects:

Service Level Agreement (50%)	Governance (30%)	Sustainability (20%)
Time — 20%	Compliance — 10%	Transformation — 10%
Cost — 15%	Risk — 10%	Innovation — 10%
Quality — 15%	Ethics — 10%	

Without limiting the conditions of contract, the following matters are of particular importance to the Employer and shall be addressed by the Consultant in delivering the Services:

- clear delineation of work packages between the individual Projects listed at C3.1.4 (e.g. cathodic protection, API 610 hydrant pump retrofit, valve automation, receipt capacity);
- defined acceptance criteria for each system delivered (e.g. cathodic protection performance, ESD/TCS logic validation, tank gauging accuracy);
- coordination of all site activity with the depot's operational windows and constraints described at C3.3.5;

- the Consultant's and, through Stage 5 administration, the Contractor's responsibility for safety, environmental and technical risk;
- insurance requirements (professional indemnity and public liability) as set out at C3.3.16;
- the Employer's prior approval of any proposed sub-consultants or Contractors;
- the format and quality standard of technical documentation and digital handover/archiving protocols; and
- a minimum 12-month warranty on workmanship and equipment installed under the Projects.

C3.3.11 Risk Register

The Consultant shall maintain and update the following risk register (compulsory, per the DP01 Demand Requisition) throughout the Contract Period, escalating new or materially changed risks to the Employer's Agent without delay:

Risk category	Stage(s)	Specific risk	Mitigation strategy	Owner
Scope definition	Stage 1	Incomplete scope or unclear objectives	Stakeholder workshops; scope sign-off	PM / Employer
Information availability	Stages 1–3	As-built information incomplete, outdated or unavailable for parts of the depot	Information gap review at Inception; site verification of all existing services; investigation instructed under C3.3.8	Consultant / Employer's Agent
Feasibility & design	Stages 2–3	Concept fails to meet standards or operational needs	Peer reviews; standards alignment	Consultant
Technical integration	Stages 3–5	Poor coordination between disciplines (fire, ESD, piping)	Interface matrix; design coordination	Consultant
Procurement	Stage 4	Delays or disputes due to unclear tender documents	Standardised templates; bid briefings	Procurement
Contractor capability	Stages 4–5	Awarded Contractor lacks experience or capacity	Functionality criteria; reference checks	PM / ACSA
Schedule overruns	Stage 5	Delays from shutdown conflicts or resource gaps	Milestone tracking; change control	Contractor
Quality assurance	Stage 5	Defective installations or non-compliant work	QA/QC audits; ITP enforcement	QA Lead
Safety & environment	Stages 1–6	Non-compliance with HSE or environmental protocols	HSE plans; incident tracking	HSE Safety Agent
Financial control	Stages 2–6	Budget overruns or misallocation between CAPEX items	Cost-code tracking; journal entries	Finance
Documentation	Stages 4–6	Missing or poor-quality technical deliverables	Submission standards; document control	Consultant
Commissioning & handover	Stage 6	Incomplete testing or lack of post-project support	Commissioning plan; warranty terms	Contractor

Stakeholder alignment	Stages 1–6	Miscommunication between ACSA, Consultant and Contractors	Weekly meetings; shared issue tracker	PM / ACSA

C3.3.12 Invoicing and Payment of Fees

Payment of fees shall be made in accordance with work completed, assessed against the agreed cash flow approved by the ACSA Project Manager, in accordance with the conditions of contract. Fee claims shall be addressed to the Employer's Agent and shall show, per Project, the Price for Work Done to Date, together with the Consultant's VAT registration number, banking details, the Employer's purchase order number and VAT registration number, and the contract number and title.

C3.3.13 Access to Site and Permits

CTIA is a National Key Point. The Consultant's personnel shall be subject to criminal clearance checks, zero alcohol tolerance and valid personal access permits before being granted access to the fuel depot. Airside Induction Training (AIT), and where driving airside is required an Airside Vehicle Operator Permit (AVOP), shall be obtained by all Consultant personnel prior to site access, at the Consultant's cost (recoverable as a disbursement in accordance with Part C2: Pricing Data). See also C4.2 for the full airside permit regime.

C3.3.14 Format of Communication

All requests for formal approval or acceptance from the Employer shall be submitted in writing. Ad-hoc communication may be conducted by e-mail (see also Z3, Part C1.2a). All drawings, final reports and contract documents shall be submitted for acceptance in the format required by the Employer's Agent, together with native electronic files.

C3.3.15 Ownership of Documents and Copyright

Copyright in all drawings, designs and documentation prepared by the Consultant for the Projects shall vest in the Employer, in accordance with Z14 (Intellectual Property) of the conditions of contract. The Employer shall be entitled to use such documents for the purposes of the Projects without further reference to the Consultant.

C3.3.16 Professional Indemnity and Public Liability Insurance

This clause is a standard ACSA condition applied consistently across ACSA professional services contracts and is not varied for the Fuel Depot Upgrade Projects. The Consultant shall, at its own cost, take out and maintain the following minimum insurances for the durations stated, and shall submit certificates of insurance to the Employer's Agent before the work starts and annually thereafter for the duration of the Projects:

- Professional Indemnity insurance for a minimum indemnity limit of R5,000,000, maintained for a minimum of 4 years following Completion of the whole of the Services;
- Public Liability insurance for a minimum indemnity limit of R10,000,000, maintained for a minimum of 4 years following Completion of the whole of the Services; and
- registration and good standing with the Compensation for Occupational Injuries and Diseases Fund (COIDA), for the duration of the Contract.

These minimum limits and the applicable deductibles are as set out in the ACSA Insurance Clauses for Capex Projects (Part C5, Annexure B) for a contract of this value on the Airside of CTIA, and shall be read together with, and do not limit, the Consultant's obligations under NEC3 PSC core clause 5.4 and the Contract Data (Part C1.2a, clause 8).

C3.3.17 Confidentiality and Non-Disclosure

All information relating to the Projects, including design information, annexures and supporting documentation, is confidential and may not be shared with third parties without the Employer's prior written consent. All persons involved in the Projects shall be required to sign a non-disclosure undertaking, consistent with Z12 (Confidentiality) at Part C1.2a.

C3.3.18 Applicable Standards and Frameworks

The Consultant shall ensure that all Services comply with applicable South African national standards and, where no South African standard exists or it is industry norm to do so, with the following recognised international/industry standards and frameworks: EI/JIG (Energy Institute / Joint Inspection Group) fuel-handling standards; API (American Petroleum Institute) standards, including API 610 for hydrant pumps and

EI 1540 for PRT pump/spill-containment separation; SANS 10108 (classification of hazardous locations) and other applicable SANS standards; ISO 9001 quality management; the ECSA Guideline Scope of Services and Tariff of Fees (latest gazetted edition); the SACPCMP Guideline Scope of Services for Construction Health and Safety Agents; and the Framework for Infrastructure Delivery and Procurement Management (FIDPM), to which the Projects' Stage 3/Stage 4 gate is aligned. Where standards conflict, the more onerous standard shall apply, subject always to compliance as a minimum with South African law.

C3.3.19 Site Information

A summary description of the fuel depot site is at Part C4: Site Information, which forms part of and is to be read together with this Works Information, together with the Annexures listed at C3.3.20.

C3.3.20 List of Annexures

The following Annexures, contained in Part C4: Site Information and Part C5: Annexures of this Contract, form part of and are to be read together with this Works Information:

1. C4.2 — ACSA Special Requirements at an Operational Airport;
2. C4.3 — ACSA Occupational Health and Safety Specification;
3. C4.4 — ACSA Baseline HIRA — Risk Assessment (Fuel Depot);
4. C4.5 — ACSA Generic Hazard Assessment;
5. C4.6 — ACSA Service & Maintenance Contractors' Environmental Terms and Conditions (EMS 048);
6. C4.7 — ACSA Construction Environmental Management Plan (EMS 050);
7. C4.8 — Hoarding Specification Handbook;
8. C4.9 — Contractors' Airside Safety Specification;
9. Part C5, Annexure A — POPIA (Confidentiality and Data Protection);
10. Part C5, Annexure B — ACSA Insurance Clauses for Capex Projects.

Part C4: Site Information

C4.1 Description of the Site and its Surroundings

General Description

The fuel depot is located within the Cape Town International Airport (CTIA) precinct, bounded by Tower Road and Ring Road, comprising the bulk storage tank farm, hydrant pump house, receipt/offloading infrastructure and associated pipework. The site is situated within the Airside, National Key Point-restricted part of the airport; normal fuel depot and airport operations continue throughout the execution of the Projects.



Figure 1: CTIA Fuel Depot — locality (aerial/map view)

Existing Infrastructure, Structures and Services on the Site

Existing infrastructure and services in the vicinity of the Projects include, but are not limited to:

- bulk fuel storage tanks (Tanks 1–4 and others);
- hydrant piping, including the Bravo and Charlie hydrant lines;
- the depot fire-fighting piping and foam system;
- Bridger offloading pumps 7 and 8;
- the Filter Water Separator (FWS) installations; and
- associated electrical, control and instrumentation infrastructure.

All existing services shall be verified by the Consultant before design or construction commences (see Part C3, section C3.3.7).

Hidden and Other Services Within the Site

There may be water and sewer pipes located underground, together with other cables running through trenches which must be treated as live cables. There are also communication cables located underground. The Consultant shall consult the available as-built plans and shall in every case scan the relevant area before any excavation or trenching is undertaken, and shall ensure such work is conducted under competent supervision.

Access

The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for staff and vehicles working at the airport. Personnel and vehicles entering or leaving the site will be subject to routine searches. The Consultant shall include in its 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 the site.

Permits

The Consultant shall apply timeously for all permits required to prevent unnecessary work delay, including the permit application process itself. The Consultant shall have no claim against ACSA in the event that a permit request is refused. The following table is illustrative and not exhaustive:

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
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 laptops to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/or metal-cutting work on the airside	ACSA Safety / Fire and Rescue
Airside Projects/Works Permit	All projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	All work on substations, distribution boards and cables	ACSA Electrical Maintenance
Confined Space Entry Permit	Entry into tanks, valve chambers and other confined spaces	ACSA Safety

Proof of having attended Airside Induction Training is required for all personal permit applications. Fees are levied for these courses, for permit renewals and for refresher courses where applicable. No work shall be done without written permission in the form of a permit/works order.

Cell Phones and Two-Way Radios

Use of cell phones is not permitted unless the user holds an appropriate Airport permit for the device, issued by ACSA Security. The Consultant will not be allowed to use two-way radios at the Airport unless approved as to type, model and frequency range by the ACSA IT department; the cost of arranging approved radios is for the Consultant's account.

C4.2 ACSA Special Requirements at an Operational Airport

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the Consultant's proposals, designs, tender documentation and the construction programme; these limitations do not, of themselves, entitle the Consultant or any Contractor to claim an extension of time.

1. Airport Manager

The Airport Manager is at all times responsible for the effective and safe operation of the airport, and has full authority to act on behalf of the Employer as set out in the contract documents. The Airport Manager issues application forms for airside vehicle and/or security permits and decides whether to issue them, and may withdraw or suspend any permit at any time. All negotiations between the Consultant/Contractor and airport management are conducted through the Employer's Agent.

2. Airport Security and Safety

All personnel of the Consultant or its Contractor(s) must undergo a Security and Safety Awareness Programme before the start of work. Access to the security area for personnel, vehicles and construction plant may only be obtained with permission from the Employer; permits must be visibly displayed and identity documents made available on request. A Prime Cost Sum shall be included for permit costs. The Employer may withdraw permits without prior notice in the case of misuse, without any resulting claim.

3. Accidents and Reporting

Any accident involving vehicles or plant under the Consultant's or Contractor's control causing injury or damage must be reported to the Airport Manager. Accidents of a minor nature must be reported within 24 hours; accidents causing property damage affecting operational efficiency, or injury to persons, must be reported immediately, with the South African Police Service called to investigate. All accidents/incidents affecting aircraft or loading bridges must be reported immediately.

4. Identification, Warning Lights and Additional Security Measures

All construction vehicles and self-propelled plant used within the security area must be properly marked for easy identification and, where required, fitted with an approved amber rotating warning light. No cameras or photography are permitted within the security area without written approval; no firearms, explosives or weapons may be brought into the security area; smoking and open fires are prohibited except in designated, approved areas; and no drawings, information or reports pertaining to the works, the airport, or any incident may be reproduced, registered or released without the Airport Manager's written permission.

5. Compliance with Instructions and Delays

If the Consultant or its Contractor does not promptly comply with the instructions of the Airport Manager, the Employer may amend the working schedule in the interest of safety, and may suspend works until compliance is achieved. Where delays leading to an extension of time are caused by airport requirements, a reasonable claim for extension of time may be considered, save where such delays coincide with delays from other causes (e.g. weather).

6. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, materials and obstructions must be removed to a demarcated safe area; the cost of removal and cleaning is deemed included in the relevant work items. Night work requires suitable, approved power and lighting units complying with the OHS Act, SABS 0142 and ICAO Annex 14. Power plants that spill fuel or oil are not permitted on the works.

7. Movement, Barriers, Lights and Marks

It is the Consultant's/Contractor's responsibility to properly control the movement of personnel, vehicles and plant. All temporary barriers, warning lights and marks required by the Airport Manager shall be erected, maintained and removed by the Consultant/Contractor; no separate payment is made for this, and no claim arising from associated delay will be entertained.

8. Dust and Pollution Control

Dust pollution shall be limited to the minimum required by the Airport Manager. During windy conditions, work may be temporarily suspended where dust pollution creates unacceptable conditions. Exposed working areas shall be kept damp and free of loose material that could be ingested by aircraft engines. All costs of dust and pollution control are for the Consultant's/Contractor's account.

9. Storing of Vehicles, Plant and Materials

At the end of each work period, all vehicles and plant are to be returned to the designated camp area. Temporarily stored material outside the designated campsite shall be limited to a stockpile height of 1,0 m above natural ground level.

10. Fires

No open fires are permitted. All necessary precautions must be taken to prevent unauthorised fires. The Consultant/Contractor shall indemnify the Employer against claims arising from fires due to its negligence or operations, and shall bear the cost of extinguishing any such fire if required by the Employer.

11. Environmental

ACSA recognises the environmental impacts of airport projects during planning, design and construction, and embraces its obligations of corporate environmental responsibility. Design consultants are encouraged to explore and implement, where feasible, opportunities to minimise environmental impact — see C4.6 and C4.7.

C4.3 ACSA Occupational Health and Safety Specification

Client: Airports Company South Africa SOC Ltd — Cape Town International Airport. Project: Fuel Depot Upgrade Projects. Project location: CTIA Fuel Depot (Airside), Tower Road / Ring Road precinct.

This ACSA Occupational Health and Safety Specification is compiled in terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and forms an integral part of the Project Information and this Contract. It applies to the Contractor(s) appointed to execute construction work arising from the Projects, and to the Consultant to the extent that it directs, supervises or administers such construction work. Compliance with this specification does not absolve any party from complying with minimum legal requirements. The Consultant's Health and Safety Agent (see Part C3, section C3.3.2) shall audit compliance with this specification throughout Stages 3 to 6.

The specification is structured, following ACSA's standard controlled-document format, under the headings below. The current full text of each section (ACSA document reference: ACSA OHS Specification) is an ACSA-controlled document that is issued to, and to be acknowledged and signed by, the appointed Principal Contractor and every Contractor prior to the commencement of construction work; the key obligations under each heading are summarised below for the purposes of this Works Information.

Section	Summary of key obligations
1. Scope and Description of Project	Defines the project boundaries (CTIA fuel depot, Airside), existing services (fuel/fire piping, electrical cables, potable water, fibre) and existing structures affected by each Project package.
2. Definitions	Adopts the definitions in the OHS Act and Construction Regulations, 2014 (Client, Principal Contractor, Contractor, construction work, competent person, designer, hazard, risk assessment, excavation work, etc.).
3. Notification of Construction	The Principal Contractor must notify the Provincial Director at least 7 days before commencing work involving excavation, work at height, demolition, or the use of explosives.
4. Duties of the Principal Contractor and Contractor	Requires a site-specific health and safety plan based on this specification; a health and safety file kept on site; verification of contractors' competence, COIDA good standing and safety provisions before appointment; periodic audits (at least every 30 days); and hand-over of a consolidated health and safety file on completion.
5. Management and Supervision of Construction Work	Requires written appointment of a full-time Construction Manager (and assistants as needed), Construction Supervisors, and, by each Contractor, a construction health and safety officer proportionate to the size and risk of the work.
6. Registration with the Compensation Fund / Licensed Insurer	A valid letter of good standing under COIDA must be provided at least 10 days before construction work commences.
7. Mandatory Agreement	A signed OHS Act section 37(2) mandatory agreement (see Part C1.3) must be returned to ACSA at least 10 days before commencement.
8. Assigned Persons under the OHS Act	Written letters of appointment for all applicable Construction Regulation appointees (16.2 appointees, Construction Manager, Safety Officer, Risk Assessor, Excavation Supervisor, Confined Space competent person, Hot Work/Gas Cutting Supervisor, First Aider, and others as applicable to the Project) must be forwarded to ACSA before work commences.
9. Health and Safety Documentation	A signed Health and Safety Policy and an organogram of OHS appointments must be provided.
10. Risk Assessment	A risk assessment by a competent person, addressing identification, analysis, mitigation, monitoring and review of hazards, must be completed before and maintained during construction — of particular

	relevance to the Projects are hydrocarbon storage and handling, hot work near live fuel/fire piping, and confined-space entry into tanks and valve chambers.
11. Fall Protection Plan	Required wherever work is performed from a fall-risk position (e.g. tank tops, pump house roofs), including medical fitness evaluation, training, equipment inspection and a rescue plan.
12–13. Administrative Controls and the OHS File	A consolidated OHS file (incident register, inspection registers, permits, training records) is kept on site and handed to ACSA on completion.
14–15. Health and Safety Representatives and Training	Health and safety representatives, committees, induction training (including Airside Induction Training for all personnel), toolbox talks and first-aid training are required as prescribed.
16–17. Fire Prevention and Emergency Preparedness	Adequate, inspected fire equipment must be provided at strategic points (hot work, flammable liquids, confined spaces); an emergency plan covering fire, spill, medical and environmental incidents must be provided, with ACSA Fire & Rescue contactable on (021) 937 1211 / 1249.
18. Incident/Accident Reporting and Investigation	All incidents, including near-misses, are reported immediately; OHS Act section 24 incidents are reported to the Department of Labour and investigated within 7 days.
19. Personal Protective Equipment	SABS-approved PPE is provided and mandatory; ACSA may remove non-compliant personnel from site.
20. Fall Protection (Working in Elevated Positions)	Risk assessment, harnesses, guard rails and training apply to any work above 2 m.
21. Risk Assessment for Construction Work	As at item 10; unplanned work requires a fresh risk assessment approved by ACSA before commencing.
22. Structures	Structural elements affected by the Projects (e.g. pump house, tank foundations, valve chambers) require certification of safety for the works to be performed and structural engineer oversight.
23. Excavations	Excavation deeper than 1,0 m requires a competent person's supervision, daily inspection, adequate shoring/bracing and safe, sufficiently close access; particular care is required given buried fuel, fire and services piping.
24. Scaffolding, Cranes and Lifting Equipment	Scaffolding, crane and lifting-equipment work follows SANS 10085/1 and the Driven Machinery Regulations, with permits, competent supervision and inspection registers.
25. Construction Vehicles and Mobile Plant	Vehicles/plant on site are of acceptable design, maintained, operated by licensed/competent persons, and fitted with signalling and roll-over protection as required.
26. Housekeeping, Stacking and Fire Precautions on Site	Materials, waste and flammable substances are stored, stacked and managed to minimise fire and safety risk, particularly given the hydrocarbon environment of the depot.
27. Employees' Facilities	Shower, sanitary, changing and sheltered eating facilities are provided in proportion to the workforce.
28–33. Ladders, Pressure Equipment, Noise, Public Safety, Hot Work	Numbered, inspected ladders; registered and tested pressure equipment; audiometric testing above 85 dB(A); public safety signage; and a hot-work permit (with gas-free certification where applicable) issued by ACSA Fire & Rescue before any hot work — of particular relevance given the presence of hydrocarbon vapours in the depot.

34–39. Hired Plant, Edge Protection, Confined Space Entry	Hired plant is inspected before use; exposed edges and floor/tank openings are guarded; confined-space entry (tanks, valve chambers) complies with the General Safety Regulations.
40. Liquor, Drugs, Dangerous Weapons, Firearms	Zero tolerance; no person under the influence, and no weapons, are permitted on site.
41. Internal/External Audits	Monthly safety, health and environment audits by the Principal Contractor, with ACSA conducting its own audits and able to stop non-compliant work.
42. Penalties	ACSA may impose penalties of between R200 and R20,000 per infringement, in addition to requiring the infringing party to make good any resulting damage, without prejudice to any legal proceedings.

C4.4 ACSA Baseline HIRA — Risk Assessment

Baseline Risk Assessment	
Project name:	Fuel Depot Upgrade Projects (CTIA)
Document number:	HIRA-CTIA-FD-01
Revision number:	001

The Consultant's Health and Safety Agent shall develop and maintain the project-specific Baseline HIRA for the Fuel Depot Upgrade Projects, addressing, at minimum, the hazard categories identified in the ACSA Generic Hazard Assessment at C4.5 as relevant to work within an operational fuel depot, together with any additional hazards identified during Stage 1 site assessments (see Part C3, section C3.2.1). The Baseline HIRA is a live document, reviewed at the intervals prescribed in the ACSA OHS Specification (C4.3, item 10) and updated whenever the design, construction methodology or risk profile of a Project changes.

C4.5 ACSA Generic Hazard Assessment

The following hazards, drawn from ACSA's generic airside hazard assessment and supplemented with hazards specific to fuel depot operations, shall be addressed in the project-specific HIRA at C4.4:

Generic hazard	Hazard-related consequence	Existing defences to control risk	Risk index
Persons on airside	Injury / fatality	Airside Induction Training; valid permits at all times; PPE including high-visibility clothing, hearing protection, safety shoes and hard hats; airside safety plan submitted before work commences.	3A
Vehicles / driving on airside	Damage to aircraft, vehicles, property or persons	Vehicle permits, strobe lights, fire extinguishers and serviceability checks; AVOP and, where required, radio-licence training; compliance with posted speed limits and low-visibility procedures.	4A
Hydrocarbon storage and handling (tanks, hydrant piping, Bridger pumps)	Fire, explosion, spill, contamination, injury or fatality	Compliance with API/EI/JIG standards; bunding and containment; spill kits on site; hot-work and gas-free permitting; cathodic protection and leak-detection systems maintained operational during the works.	5B
Hot work near fuel or fire piping	Fire / explosion	ACSA Fire & Rescue hot-work permit with gas-free certification; fire watch; fire extinguishing equipment on hand; no hot work without an approved permit.	5A
Confined space entry (tanks, valve chambers, pits)	Asphyxiation, injury or fatality	Confined-space entry permit; atmosphere testing; competent-person supervision per the General Safety	5A

		Regulations; rescue plan in place before entry.	
Excavation / trenching near live fuel, fire and services piping	Damage to underground services; fire; electrocution; loss of critical services; major injury	Consultation of available as-built plans; scanning before trenching in all cases; competent supervision; adequate shoring/bracing; daily inspection.	4A
Electrical work on cathodic protection, SCADA/ESD and control systems	Electrocution; damage to equipment; loss of monitoring/shutdown capability	Low/Medium Voltage Permit to Work; lock-out/tag-out; competent, authorised persons only; system isolation verified before work.	4B
Working at height (tank tops, pump house)	Injury / fatality from falls	Fall protection plan per Construction Regulation 10; harnesses, guard rails; training and medical fitness certification.	3A
Jet blast / apron proximity	Damage to vehicles/property/persons	Signage; awareness during Airside Induction Training; caution around aircraft with anti-collision lights active; clearance distances observed.	4C
Perimeter / National Key Point security breach	Security risk; NKP violation	Strict enforcement of access and egress points; no storage within 3 m of the perimeter fence; permits and escorts as required.	3B
Weather (wind, rain)	Damage to equipment; unstable excavations; delayed hot work	Weather warnings from Airside Safety; securing of equipment; suspension of dust-sensitive or hot work in adverse conditions.	4A
Construction works — dust and Foreign Object Debris (FOD)	Ingestion into aircraft engines; damage to aircraft	FOD bins; dust suppression; daily housekeeping and sweeping of adjacent taxiways/aprons.	4A
Construction works — waste and spillages (fuels/oils/chemicals)	Contamination; pollution; injury; adverse health effects	Compliance with ACSA's Environmental Terms and Conditions (C4.6) and Construction EMP (C4.7); immediate reporting to ACSA Environment and Fire & Rescue.	4B
Lack of signage / demarcation	Injuries and accidents	Adequate demarcation, warning signage and beacon lights around work areas per the Construction Regulations.	2D

C4.6 ACSA Service & Maintenance Contractors' Environmental Terms and Conditions (EMS 048)

The following Environmental Terms and Conditions shall be strictly adhered to by the Consultant, and by any Contractor appointed pursuant to Stage 4 of the Services, when conducting works for ACSA at the CTIA fuel depot. ACSA shall audit activities, products and services on an ad hoc basis to ensure compliance; any pollution clean-up costs shall be borne by the Consultant/Contractor.

Issue	Requirement
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA-appointed contractor staff.
Stormwater, Soil and Groundwater Pollution	No solid or liquid material may contaminate or potentially contaminate stormwater, soil or groundwater. Any pollution risk must be cleaned up immediately and reported to ACSA. Washing, maintenance and refuelling of equipment is only permitted in designated service areas; no leaking equipment or vehicles is permitted on the airport.
Air Pollution	Dust, odours and emissions from work activities shall be kept to a minimum; no open fires are permitted on site.
Noise Pollution	All reasonable measures shall be taken to minimise noise generated on site, in compliance with applicable regulations.
Waste Management	Waste is separated as general or hazardous and disposed of at a permitted landfill site; no dumping, burying or burning of waste is permitted. Records of the waste contractor, disposal site, monthly quantities and disposal certificates must be kept and made available for audit.
Handling & Storage of Hazardous Chemical Substances (HCS)	HCS are clearly labelled, stored and handled per Materials Safety Data Sheets, which are kept with the HCS; spillages are cleaned up immediately, reported to ACSA and disposed of as hazardous waste.
Water and Energy Consumption	Water and energy wastage arising from work activities shall be identified and managed.
Training & Awareness	These conditions are communicated to all contractors and employees prior to commencing work at the airport.

Penalties of between R200 and R20,000 may be imposed by ACSA for infringement of these requirements or applicable legislation, without prejudice to any other legal proceedings; the infringing party must make good any resulting damage at its own expense.

C4.7 ACSA Construction Environmental Management Plan (EMS 050)

This Environmental Management Plan (EMP) coordinates the mitigation, rehabilitation and monitoring measures for construction activity arising from the Projects, so that environmental pollution and risk are minimised so far as possible. It is issued to the Consultant, and to any Contractor appointed under Stage 4, so that all associated costs can be appropriately priced (see Part C2, section C2.1.2).

Organisational structure and responsibilities

Responsibility for application of the EMP begins with the ACSA Project Leader, who devolves it to the Employer's Agent/Project Manager, who issues conformance instructions to the Contractor(s). Each Contractor appoints an Environmental Responsible Person, who implements and audits the EMP, submits Environmental Method Statements for AEMR (Airport Environmental Management Representative) approval at least five working days before commencing an activity, and reports incidents and corrective actions. ACSA's AEMR undertakes regular (at least monthly) site inspections and reports to the ACSA Project Leader.

Key environmental specifications relevant to the fuel depot

- Site establishment and demarcation: the Contractor's camp and materials storage area is located where approved by the AEMR, kept neat and tidy, and the site boundaries demarcated to restrict activity and minimise impact.
- Fuels and hazardous materials storage: fuels and hazardous substances are confined to a specific, secured, bunded area (bund volume at least twice the volume of the containers stored); fuel stores are equipped with fire extinguishers; Material Safety Data Sheets are kept on site; no vehicle servicing takes place on site except in AEMR-approved conditions; refuelling only takes place within a lined/demarcated area with a "no leak" funnel/pump and absorbent products on hand.
- Servicing / fuelling of construction equipment: preferably conducted off site; where unavoidable, only in AEMR-designated areas, with leaking equipment repaired or removed immediately.
- Water pollution prevention and management: the Contractor prevents pollution of surface or groundwater, keeps spill-response materials on site, ensures no oil/petrol/diesel is discharged to ground, uses drip trays under static plant, and disposes of contaminated water off-site at an approved facility. All fuel, oil or hydraulic fluid spills are reported immediately to the Employer's Agent, the Environmental Responsible Person and the AEMR.
- Stormwater control: reasonable measures are taken to prevent erosion or contamination of stormwater from bunded areas containing oils, fuels or chemicals; control measures are agreed with the AEMR.
- Solid waste management: waste is collected, contained and removed off-site to approved facilities; hazardous waste (used oil, fuel containers, etc.) is stored in enclosed, clearly marked areas and disposed of by a specialist licensed contractor, with documentary proof kept for audit.
- Dust and noise control: measures such as damping of exposed areas and scheduling of dust-generating activity to low-wind periods; noise-generating operations scheduled to minimise impact on airport operations and neighbouring users.
- Emergency procedures and fires: emergency procedures (fire, spill, contamination, injury) are established before work commences and communicated to all personnel; no open fires are permitted other than in designated, controlled locations; the Contractor is liable for costs of fire-fighting assistance and rehabilitation of any burnt area arising from its negligence.
- Site clearance and rehabilitation: topsoil is stripped, stockpiled and reused; disturbed slopes are stabilised to prevent erosion; all construction equipment, aggregate and temporary fencing are removed from site on completion.

Monitoring, reporting and penalties

The Environmental Responsible Person inspects the site daily, maintains an incident register, conducts weekly internal audits and attends monthly EMP compliance meetings. Penalties of between R200 and R20,000 may be imposed by the AEMR for infringement of the EMP, without prejudice to other legal proceedings; the AEMR may, via the ACSA Project Leader, order suspension of part or all of the works for repeated non-compliance, without extension of time or additional cost to ACSA.

C4.8 Hoarding Specification Handbook

Where any Project package under Stage 4/5 of the Services requires temporary hoarding or site-establishment barriers (for example around a construction camp, laydown area or an excavation adjacent to public/operational areas of the depot), the Contractor shall comply with ACSA's Hoarding Specification Handbook. The Handbook sets out standard hoarding types, summarised below; the applicable type(s) for each Project package shall be confirmed by the Employer's Agent at Stage 4.

Type	Description / typical use
A	Permanent internal hoarding adjacent to other tenants/operational areas, fixed to the building structure, melamine-faced on the public side, for noise/dust/visual screening.
B	As Type A, but public-side finish only, with no construction-side finish or insulation.
C	Freestanding melamine-faced panel-and-frame hoarding for localised floor/area maintenance or repair.
D	Yellow New Jersey barriers or orange plastic netting on steel posts, used to barricade a construction site from the public/operational area prior to work commencing.
E / F	Perimeter site-establishment hoarding for the duration of construction — sheet metal (minimum 2,0 m high) or pre-cast concrete.
G / H	Pre-cast panel-and-pole hoarding for contractor yards used over extended periods, or permanent-style concrete perimeter panels.

All hoarding is painted, signed (standard ACSA safety/informational signage) and maintained in a neat condition for its duration, and remains the property of ACSA (where paid for in Preliminaries) but is removed by the Contractor on completion unless ACSA instructs otherwise.

C4.9 Contractors' Airside Safety Specification

This specification applies to all work of a construction nature, and to general maintenance, conducted on the Airside in connection with the Projects. It supplements, and is to be read together with, the constraints at Part C3, section C3.3.5 and the permit regime at C4.1.

Hazards on the Airside

The principal airside hazards are: moving aircraft; combustible material (of particular relevance given the fuel depot's hydrocarbon inventory); aircraft noise; moving aircraft ground support equipment; and pedestrians. Where a safety breach occurs, ACSA reserves the right to stop work and/or withdraw access or driving permits until the breach is resolved.

Contractor's and ACSA's responsibilities

The Consultant's and any Contractor's responsibilities are as specified in the OHS Act, 1993 and the Construction Regulations, 2014. ACSA's responsibilities (through the Airport Manager or delegate) are as specified in the Construction Regulations, 2014, including the issuing, suspension or withdrawal of Airside Vehicle Operator Permits (AVOP) and Airside Security Permits in terms of ACSA policy and procedure.

Airside Induction Training and AVOP training

Before access to the Airside is permitted, the Consultant and its employees, and any Contractor and its employees, must attend Airside Safety Induction Training; before driving on the Airside is permitted, drivers must attend AVOP training. Both are at a fee, recoverable as a disbursement in accordance with Part C2: Pricing Data (see Part C3, section C3.3.13).

Control of personnel and vehicles

ACSA's Airside Operations Department coordinates all activity on the airfield and aprons; Air Traffic Control (ATC), Aerodrome Rescue and Fire Fighting (ARFF) and Airside Safety and Compliance must be aware of all planned activity. Where work is planned near the airfield (as opposed to the depot's own fenced compound), airside work safety plans are developed with these departments and submitted before construction commences, and daily before work commences using ACSA's prescribed forms. Personnel, vehicles or equipment requiring access to runways, taxiways or their safety areas must be equipped with an approved two-way radio and a licensed radio operator, or be escorted by one.

Restrictions

- Hours of work may be restricted to minimise disruption to airport operations, including night work where required;
- no hot work or ignition-risk procedure may proceed without a valid ACSA Fire & Rescue hot-work permit;
- temporary hazards are marked and lit per ICAO Annex 14, in consultation with ACSA Safety and Compliance; and
- pre-construction agreements with ACSA and, where relevant, Air Traffic and Navigation Services (ATNS) cover ingress/egress points, control of vehicles and personnel, scheduling to minimise interference with aircraft/GSE operations, disposal of excavated material and storage of materials, and demarcation, signage and lighting of the work area.

General

Radio communication equipment used by the Consultant/Contractor is approved by ATNS to avoid interference with ATC equipment; vehicles and plant are fitted with approved radio-frequency suppressors where required. Dust and pollution are controlled as described at C4.2 and C4.7; vehicles, plant and materials are stored in the designated camp area at the end of each shift; no open fires are permitted; and design consultants are required to explore and implement feasible opportunities to minimise environmental impact, consistent with C4.7.

Conclusion

In line with ACSA's service level agreements with airlines, handling agents and tenants, Airside Operations and Airside Safety and Compliance are involved in all planning and programming for the Projects, and ACSA Project Managers take cognisance of ACSA's Construction During Operations procedure throughout.

Part C5: Annexures

Annexure A: POPIA — Confidentiality and Data Protection

Save as provided in this clause, each Party shall, and shall procure that its Affiliates and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates, 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, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use it for any purpose other than the implementation of this Agreement.

The obligations of confidentiality in this clause do not apply to disclosure or use of information:

- previously known to the receiving Party (other than as a result of a breach of confidence);
- which is in the public domain (other than as a result of a breach by either Party);
- disclosed to directors, officers or employees who need to know it and are bound by an equivalent duty of confidentiality;
- required to be disclosed by law, by a court of competent jurisdiction, by a regulatory authority, or by the rules of a stock exchange;
- disclosed to a Party's shareholders or members pursuant to reporting obligations, provided the recipient is bound by an equivalent duty of confidentiality.

Where a Party is required to disclose confidential information, it will: advise the relevant Party in writing prior to disclosure, if possible; limit the disclosure to the minimum extent required; afford the relevant Party a reasonable opportunity to intervene in the proceedings, if possible; and notify the relevant Party of the recipient and extent of the disclosure immediately after it is made. Either Party may demand the prompt return of confidential information supplied by it, and each Party undertakes to comply promptly with such a demand.

POPIA obligations

In line with the Protection of Personal Information Act, No. 4 of 2013 (POPIA), particularly sections 20 and 21, the Consultant (as Operator) shall, when processing personal information on behalf of ACSA (as Responsible Party):

- process personal information only on ACSA's instructions, unless required by law to act without such instructions;
- ensure that its representatives processing the information are subject to a duty of confidentiality;
- take appropriate measures to ensure the security of processing, including minimum IT and physical security safeguards;
- notify ACSA immediately where there are reasonable grounds to believe personal information has been accessed or acquired by an unauthorised person;
- only engage a sub-processor with ACSA's prior authorisation and under a written contract;
- assist ACSA in responding to data subjects' requests to exercise their rights;
- assist ACSA in meeting its POPIA obligations relating to security of processing, breach notification and data protection impact assessments;
- delete or return all personal information to ACSA on completion of the Services, unless the law requires its continued storage; and
- submit to audits and inspections and provide ACSA with the information it needs to meet its own POPIA obligations.

Annexure B: ACSA Insurance Clauses for Capex Projects

The insurance requirements set out below apply to this Contract, being a professional services appointment on the Airside of CTIA with an estimated value below R50 million. These clauses are read together with Part C1.2a, clause 8, and Part C1.4.

Contract Works

With regard to contract works claims, the Consultant/Contractor is responsible for a deductible (excess) of R250,000. The Consultant/Contractor may re-insure the deductible.

Public Liability

- In the event of a claim brought against the Consultant/Contractor for third-party property damage, the deductible (excess) is R525,000.
- In the event of a claim for removal of lateral support, the deductible (excess) is R750,000.
- In the event of a claim for damage to aircraft, the deductible (excess) is R750,000.
- The Consultant/Contractor may re-insure these deductibles.

Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5,000,000 (see Part C1.2a, clause 8 and Part C3, section C3.3.16).
- Contractors with a material design element (excluding typical preliminaries-and-general work) as part of their scope are responsible for Professional Indemnity cover of R5,000,000.
- In the event of a claim above R5,000,000, ACSA's own Professional Indemnity cover responds for the amount in excess of R5,000,000, subject to the limitations described in Part C1.2a, clause 8.
- Proof of cover, in the form of a certificate of insurance, must be provided to ACSA before a contract is signed between ACSA and the Consultant/Contractor.

Should the estimated construction value of any Project package procured under Stage 4 of the Services exceed R50 million, that package is not automatically covered under ACSA's construction insurance policies, and a separate insurance quotation shall be obtained by ACSA for that package; the Employer's Agent shall advise the Consultant of the resulting deductibles and limits applicable to that package.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED