AIRPORTS COMPANY
SOUTH AFRICA

NEC3 PROFESSIONAL SERVICES CONTRACT FOR MULTI-DISCIPLINARY ENGINEERING SERVICES



THIRD & FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA

PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for **PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

Contents: **No of pages**

Part C1	Agreements & Contract Data	[●]
Part C2	Pricing Data	[●]
Part C3	Scope of Works	[●]
Part C4	Site Information	[●]

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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: **PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS.**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **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)**…….....**
Rands;

(in figures) **R……**

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) ....

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

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ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the **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 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 one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant)** within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

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

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

	For the Employer	**For the Bidder**
Signature (s)		
Name (s)		
Capacity		
Name and Address	**Airports Company South Africa SOC Limited** OR Tambo International Airport Private Bag X1, Kempton Park, 1627	
Name & Signature of witness	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Date		

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Part C1: Agreements and Contract Data

Part 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 NEC3 Professional Services Contract which requires it.

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option	**A: Priced contract with activity schedule**
	Dispute resolution Option	**W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X7: Delay damages** **X10: Employer's Agent** **X11: Termination by the Employer** **X13: Performance bond** **X18: Limitation of liability** **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, O.R. Tambo International Airport
	Address	Airports Company South Africa SOC Limited O.R. Tambo International Airport Private Bag X1, Kempton Park 1627
	Telephone Fax	+27 11 921 6911 +27 11 390 1012

11.2(9)	The services are	Professional Services Contract For: The Provision Of A Professional Multi-Disciplinary Engineering Consultants For The Third And Fourth Floor Office Reconfiguration Project At Or Tambo International Airport For A Period Of 48 Months
11.2(10)		the following matters will be included in the Risk Register • Unavailability of as-built information • Access to site • Site constraints and constructability • Statutory requirements and approvals
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 of reply is	Seven (7) days
13.6	The period of retention is	7 years following Completion or earlier termination of a contract

2 The Parties' main responsibilities

20.1 The *Employer* provides access to the following persons, places and things

	Access to	**Access date**
1	Any Information	Upon contract award
2		
3		

3 Time

30.1	The *starting date* is	**the date on which the Employer signs the contract.** Upon signing, the actual starting date shall be recorded in the contract and shall serve as the reference point for calculating the completion date as stated in Clause 30.2.
30.2	The *completion date* is	**four (4) years from the date of signing of this contract**. Upon signing by the Employer, the actual completion date shall be recorded in the contract and shall align with this four-year term. The contract shall automatically terminate on the recorded completion date unless extended by mutual written agreement between the Parties.
31.1	The *Consultant* submits a first (preliminary) programme	14 days after the contract date (after the starting date).
32.2	The *Consultant* submits revised programmes at intervals no longer than	Four (4) weeks

4	**Quality**	
40.2	The quality policy statement and quality plan are provided within 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* is	Every four (4) weeks, on the 25th day of each successive month
51.1	The period within which payment is made is	Four to six (4-6) weeks after the receipt of the tax invoice
51.2	The *currency of this contract* is the	South African Rand
51.4	The *interest rate* is	The prime lending rate of the Nedbank Bank as determined from time to time
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**	
81.1	The *Consultant* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the *Consultant* risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	Refer to Secondary Clause X11
10	**Data for Main Option Clauses**	
A	Priced contract with activity schedule	Activity schedule is included Part C2 section of this contract
11	**Data for Dispute Resolution Option W1**	

AIRPORTS COMPANY SOUTH AFRICA

W1.1	The *Adjudicator* is	The person appointed from the Panel of Adjudicators contained below in accordance with the procedure set out in clause Z4.
W1.2	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The *tribunal* is	Arbitration
W1.4	If the *tribunal* is arbitration, the arbitration procedure is	The arbitration procedure is set out in the Rules for the Conduct of Arbitrations, 7th Edition, published by the Association of Arbitrators (Southern Africa).
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The *Arbitrator* is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	**Data for Secondary Option Clauses**	
X7	**Delay Damages**	
X7.1	Delay damages of the whole of the *services* are	Amount per week is 1% up to a maximum of 10% total value of the Professional fees
X10	**The *Employer's* Agent**	
X10.1	The *Employer's* Agent is	Name: Kamogelo Molawa Address: O.R. Tambo International Airport Private Bag X1 Kempton Park 1627 The authority of the *Employer's Agent* is to act on behalf of the *Employer* with the authority set out in the Contract Data
X11	**Termination by *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*

X13	**Performance Bond**	The Consultant shall provide a performance bond issued by a registered financial institution or insurer acceptable to the Employer, within 14 calendar days of receiving the signed contract. The bond shall: • Be valued at 10% of the total of the Prices (as stated in Clause X13.1). • Be valid from the starting date until the Defects Certificate or termination certificate is issued. • Be unconditional and payable on demand by the Employer in the event of default by the Consultant. • Be in the format prescribed by the Employer or as agreed between the Parties. If the Consultant fails to provide the performance bond within the stipulated period, the Employer may: • Deduct the equivalent value of the bond (10% of the Prices) from any payments due, • Hold such amount in retention until the bond is provided or the contract is terminated, • Treat the failure as a material breach and initiate termination procedures.
X16.1	The *performance bond percentage* is	10% of the total of the Prices.
X18	**Limitation of Liability**	
X18.1	The *Consultant*'s liability to the *Employer* for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the *Consultant*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	The Consultant's liability to the Employer for loss of or damage to the Employer's property is limited to the total of the Prices. This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Standard Insurance Clauses for Landside Construction Contracts**, including but not limited to the Public Liability and Contract Works Insurance provisions.

X18.3	The *Consultant's* total liability to the *Employer* for defects due to his design which are not listed on the Defects Certificate is limited to	The Consultant's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices. This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Design & Construct Professional Indemnity Insurance**, as referenced in the ACSA Standard Insurance Clauses.
X18.4	The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Consultant's total aggregate liability to the Employer for all matters arising out of or in connection with this contract, including liability under clauses X18.2 and X18.3 but excluding delay damages under clause X7, death of or injury to a person, damage to third-party property and infringement of intellectual property rights, shall not exceed the total of the Prices. This limitation applies whether liability arises in contract, delict, tort, statute or otherwise, to the extent permitted by the law governing the contract.
X18.5	The *end of liability* date is	The later of 52 weeks after Completion of the whole of the services and the defects date, including any extension of the defects date under clause Z7.

Z ADDITIONAL CONDITIONS OF CONTRACT

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:

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.

Z3 Communications and Notices

Z3.1 Add to the end of the first sentence in 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 5th (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

AIRPORTS COMPANY SOUTH AFRICA

Z4 **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

Z4.1 **Appointment of the Arbitrator**

AIRPORTS COMPANY SOUTH AFRICA

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

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

Z5	**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 Employer's Agent 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..
Z6	**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.
Z7	**Extending the defects date: add the following as a new core clause 46:**
Z7.1	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.*
Z7.2	If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z7.3	The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
Z8	**Termination**

Z8.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
Z9	**Cession, delegation and assignment**
Z9.1	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.
Z9.2	The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.
Z10	**Ethics**
Z10.1	The *Consultant* undertakes:
Z10.1.1	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, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The *Consultant*'s breach of this clause constitutes grounds for terminating the *Consultant*'s obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.
Z11.	**Confidentiality**
Z11.1.	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
Z11.2	If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and

Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time).
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
Z11.5	The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.
Z12.	***Employer*'s Step-in rights**
Z12.1	If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.
Z12.2	The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.
Z13	**Intellectual Property**
Z13.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the services or any material prepared in connection with the services.
Z13.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works.*
Z13.3	The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z13.4	The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:
Z13.4.1	the *Consultant's* design, manufacture, construction or execution of the Works;
Z13.4.2	the use of the *Consultant's* Equipment, or
Z13.4.3	the proper use of the Works.
Z13.5	The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z14	**Dispute resolution: The following amendments are made to Option W1:**

Z14.1	**Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".
Z14.2	**The following clauses are added at the end of clause W1.3:**
Z14.2.1	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
Z14.2.2	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."
Z15	The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract
Z16	The Key Personnel identified in Clause 22.1 and **Annexure C** form part of the basis upon which the Consultant was evaluated and appointed. The Consultant shall not replace any Key Personnel without the prior written approval of the Employer. Any replacement shall possess qualifications, professional registration, experience and competencies equal to or exceeding: (a) the qualifications, experience and competencies of the individual being replaced; and (b) the minimum requirements and evaluation criteria contained in Annexure C. The Consultant shall submit the proposed replacement's curriculum vitae, qualifications, proof of professional registration and supporting experience records for review and approval by the Employer prior to deployment. The Employer may reject any proposed replacement that does not meet these requirements.

AIRPORTS COMPANY
SOUTH AFRICA

Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

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 NEC3 Professional Services Contract which requires it.

Clause	Statement	Data
10.1	The *Consultant* is (Name): Address: Tel No.: Fax No.: Email:	

22.1	The *Consultant's key person* are: 1. Name: **Role: Mechanical Engineer** Responsibilities: Qualifications: Experience: 2. Name: **Role: Electrical Engineer** Responsibilities: Qualifications: Experience: 3. Name: **Role: Civil/Structural Engineer** Responsibilities: Qualifications: Experience:
11.2(3)	The completion date for the whole of the services is four (4) years from the starting date stated in clause 30.1, unless extended by mutual written agreement between the Parties
11.2(10)	The following matters (if any) will be included in the Risk Register • Availability of As-Built Information • Access to Site • Progress vs Programme • Cash Flow Management
11.2(13)	The *staff rates* are as stated in the Pricing Data
25.2	The *Employer* provides access to the following persons, places and things

	access to	access date
1	All As-built Information & existing services	Upon award of the project(s)
2	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)

A	**Priced contract with activity schedule**
11.2(14)	The *activity schedule* is in the Pricing Data
11.2(18)	The tendered total of the Prices is in the Form of Offer and Acceptance

The *percentage points for each stage* are as follows:

Project stage **Description**	**Percentage points for each stage**
Stage 1: Inception	5%
Stage 2: Concept and Viability	20%
Stage 3: Design Development	30%
Stage 4: Documentation and Procurement	15%
Stage 5: Contract Administration and Inspection	25%
Stage 6: Close-out	5%

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA** **O.R. TAMBO INTERNATIONAL AIRPORT**
Physical Address: **Airport Company South Africa** **O.R. Tambo International Airport** **Private Bag X1, Kempton Park** **1627**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

AIRPORTS COMPANY
SOUTH AFRICA

MANDATORY'S MAIN SCOPE OF WORK

_____

_____

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

I ……a duly authorised 16.2 Appointee acting for and on behalf of

……..…(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

Refer to Appendix A – INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

AIRPORTS COMPANY
SOUTH AFRICA

Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.

2. The fee for services rendered will be the standard fees and stages as per Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000.

3. The Activity Schedule covers the activities and items for which the Tenderer is required to provide prices. Costs not expressly provided for in the Activity Schedule shall be deemed to be included in the tendered rates or prices for the relevant activities or items, unless the Tenderer identifies such costs as separate line items in the Activity Schedule. Tenderers may insert additional line items, quantities and rates where they consider these necessary for the proper pricing of the services. Any additional line items inserted by the Tenderer shall form part of the tendered total of the Prices.

4. The fee applicable to Stage 5: Documentation and Procurement shall be payable monthly and shall be calculated pro rata to the value of the Works certified for payment to the Contractor(s) during the relevant payment period.

5. The original pricing schedule provided in this contract must not be altered under any circumstances. Any additional items proposed by the bidder must be listed separately and clearly marked as optional or supplementary. These items will be considered at the discretion of the evaluation committee and must not interfere with the evaluation of the core pricing schedule.

6. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.

7. Costs for all methods of communication are included in the fee and/or rates.

8. Special printing requirements are included in the fee and/or rates.

9. Provision of standard computer hardware and software are included in the fee and/or rates.

10. Disbursement costs mean reasonable and necessary costs incurred by the Contractor in the performance of the services that are not included in the normal/standard/basic fees, rates or prices. Disbursement costs include statutory fees, permit and radio licence fees, and other mandatory charges imposed by a governmental or regulatory authority, which shall be reimbursable without prior written approval by the Client. All other disbursement shall be reimbursable only if approved by ACSA in writing prior to being incurred.

    For the avoidance of doubt, disbursement costs exclude travel, accommodation, vehicle hire, fuel, toll fees, parking, subsistence allowances, per diem expenses and all other operational costs of the Contractor.

11. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.

12. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.

13. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.

14. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

15. The percentage fees will be disbursed in stages upon completion of all activities within the stage.

16. Estimated cost of construction work is: **R66 429 000,00 Ex VAT.**

17. Partial payment for professional services deliverables

Where the Consultant submits a report, stage deliverable or stage documentation required for a relevant project stage, and the Employer confirms receipt and acceptance for purposes of progressing the internal governance approval process, the Employer may make a partial payment of seventy percent (60%) of the fee allocated to that stage in the Pricing Schedule. The remaining thirty percent (40%) of the fee allocated to that stage is payable upon completion of the applicable internal governance approval process within Airports Company South Africa SOC Limited, provided that the deliverable has not been rejected.

Partial payment clause does not apply to stage 5 fees.

18. Contract Skills Development Goal Pricing

The tenderer shall include in the Activity Schedule a separately identified amount for the Contract Skills Development Goal (CSDG).

The CSDG amount shall be calculated as 2% of the tendered professional service fees, excluding VAT, allowances, expenses and disbursements. The CSDG amount shall not be included when calculating the professional service fees on which the 2% is based.
The amount shall cover all costs required to comply with the Skills Development Requirements stated in Part C3: Scope of Work, including learner or candidate stipends, structured mentorship, supervision, registration, personal protective equipment where applicable, training-related costs, record-keeping, reporting and administration.

Payment of the CSDG amount shall be limited to compliant skills development activities actually provided in connection with the Services. Each payment application shall include supporting records demonstrating the CSDG value achieved during the relevant assessment period. The Employer's Agent shall assess and certify the amount achieved in accordance with the CIDB Standard for Developing Skills through Infrastructure Contracts.

Any unspent or unsupported portion of the CSDG amount shall not become due to the Consultant and shall not be transferred to professional fees, disbursements or any other activity without the Employer's prior written approval

AIRPORTS COMPANY SOUTH AFRICA

C2.2 Price Schedule

Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below. The pricing structure for the professional services fees are as per below activity schedule.

Item	Description	Price	
1	Stage 1: inception	R	
2	Stage 2: Concept and Viability	R	
3	Stage 3: Design Development	R	
4	Stage 4: Documentation and Procurement	R	
5	Stage 5 : Construction	R	
6	Stage 6: Close out	R	
7	**Subtotal 1: Fees**	**R**	
8	CSDG Allowance @ 2% of Subtotal 1	R	
9	Disbursements @ 5% of Subtotal 1	R	
10	**Subtotal 2: CSDG Allowance and Disbursements**	**R**	
11	Full time (level 3) site supervision for a period of 16 months	R	
12	**Subtotal 3: Site Supervision**		
13	Contingencies (at 10% of subtotal 1+ subtotal 2+Subtotal 3)	R	
14	**Subtotal 4: Contingencies**	**R**	
15	**Total Fees (subtotal 1+ Subtotal 2+ Subtotal 3+ Subtotal 4) Excluding VAT**	**R**	

16	Add 15% VAT	R	
17	**Total Fee including VAT (Export to Form of Offer C1.1)**	**R**	

AIRPORTS COMPANY
SOUTH AFRICA

Part C3: SCOPE OF WORK

C3.1 Employer's Scope of Services

1. Introduction

The appointed **multi-disciplinary engineering team**, comprising a **Mechanical Engineer**, **Electrical Engineer**, and **Civil/Structural Engineer**, shall provide comprehensive professional engineering services for the Third and Fourth Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA), North Wing. The team shall be responsible for the planning, design, documentation, coordination, and supervision of all engineering systems and infrastructure required to support the transformation of the existing office spaces into modern, compliant, and operationally efficient environments.

The engineering services shall be delivered across all project stages, from inception through to close-out, and shall include the integration of mechanical systems (including HVAC and wet services), electrical systems (including power distribution, lighting, and data), and civil/structural interventions (including structural modifications and reinforcements). All designs and installations shall comply with applicable South African legislation, including the **Occupational Health and Safety Act**, **National Building Regulations**, **SANS standards**, and relevant municipal by-laws.

The engineering team shall collaborate closely with the architectural consultant, the Construction Health and Safety Agent, and other specialist consultants to ensure that all engineering solutions are fully coordinated, safe, cost-effective, and aligned with the operational requirements of Airports Company South Africa (ACSA). During the construction phase, the engineers shall provide site supervision, technical support, and quality assurance to ensure that all works are executed to the required standards and specifications.

2. Background

The 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA) is a strategic initiative aimed at modernizing and optimizing office spaces to align with Airports Company South Africa's (ACSA) operational and security requirements. Originally initiated in 2014 and reprioritized following a 2024 security audit, the project seeks to address critical spatial and compliance shortcomings while enhancing workplace functionality.

3. Scope of Work

The engineering team shall collaborate with the architectural consultant, Construction Health and Safety Agent, and other specialists to ensure that all systems are safe, functional, cost-effective, and aligned with the operational requirements of Airports Company South Africa (ACSA). The engineers shall also provide technical oversight, quality assurance, and support during commissioning and handover phases.

Each engineer must be professionally registered with ECSA and operate in accordance with its Code of Conduct, Continuing Professional Development (CPD) requirements, and the Guideline Scope of Services and Tariff of Fees. The scope of work must be delivered in line with the ECSA Identification of Engineering Work (IDoW) for persons registered in their respective categories, which includes:

3.1. Mechanical Engineer

3.1.1. Design Responsibilities

(i) Design HVAC systems including ventilation, heating, and cooling aligned with occupancy and spatial layout.
(ii) Design wet services including water supply, drainage, and sanitary fittings.
(iii) Ensure compliance with SANS standards, municipal by-laws, and fire safety regulations.
(iv) Integrate mechanical systems with architectural and electrical layouts.

AIRPORTS COMPANY
SOUTH AFRICA

3.1.2. Documentation & Procurement

(v) Prepare mechanical drawings, specifications, and schedules for tender.
(vi) Assist in evaluating mechanical components in contractor submissions.
(vii) Provide input on mechanical system commissioning requirements.

3.1.3. Construction Phase

(i) Conduct site inspections to verify installation against design.
(ii) Review and approve mechanical shop drawings and samples.
(iii) Witness testing and commissioning of HVAC and wet services.
(iv) Issue site instructions and resolve technical queries.

3.1.4. Close-Out

(i) Verify completion of mechanical works.
(ii) Assist in preparation of as-built documentation and O&M manuals.
(iii) Provide input for final account and performance evaluation.

3.2. Electrical Engineer

3.2.1. Design Responsibilities

(i) Design power distribution systems including lighting, sockets, and backup power.
(ii) Design low-voltage systems including data, access control, and fire detection.
(iii) Ensure compliance with SANS 10142, municipal regulations, and airport operational standards.
(iv) Coordinate electrical layouts with architectural and mechanical systems.

3.2.2. Documentation & Procurement

(i) Prepare electrical drawings, specifications, and load schedules.
(ii) Assist in evaluating electrical components and contractor compliance.
(iii) Provide input on testing and commissioning protocols.

3.2.3. Construction Phase

(i) Conduct inspections to verify electrical installations.
(ii) Review and approve electrical shop drawings and cable schedules.
(iii) Witness testing of electrical systems including emergency lighting and fire detection.
(iv) Issue site instructions and resolve technical queries.

3.2.4. Close-Out

(i) Verify completion of electrical works.
(ii) Assist in preparation of as-built drawings and compliance certificates.
(iii) Provide input for final account and system handover.

3.3. Civil/Structural Engineer

3.3.1. Design Responsibilities

(i) Assess existing structural conditions and propose modifications or reinforcements.
(ii) Design structural interventions to support new layouts, partitions, and equipment loads.
(iii) Ensure compliance with SANS 10100 and National Building Regulations.
(iv) Coordinate structural design with architectural and services layouts.

3.3.2. Documentation & Procurement

(i) Prepare structural drawings, reinforcement schedules, and specifications.
(ii) Assist in evaluating contractor submissions for structural works.
(iii) Provide input on temporary works and sequencing.

AIRPORTS COMPANY SOUTH AFRICA

3.3.3. Construction Phase

(i) Conduct structural inspections and monitor compliance with design.
(ii) Review and approve shop drawings and method statements.
(iii) Witness concrete pours and structural testing.
(iv) Issue site instructions and resolve technical queries.

3.3.4. Close-Out

(i) Verify completion of structural works.
(ii) Assist in preparation of structural as-built documentation.
(iii) Provide input for final account and structural certification.

4. Project Personnel

4.1. Mechanical, Electrical and Civil/Structural Engineer Experience

Proof that the each of the engineers have completed relevant projects with a construction value of R30million or above (inclusive of VAT) for each project.

Relevant projects include:

(a) Office reconfiguration and fit out projects
(b) Building Services upgrades
(c) Multi-storey office renovations
(d) Airport Terminal buildings Construction/Upgrades
(e) Public sector building project except schools
(f) Institutions of higher learning as defined in accordance with the Higher Education Act 101 of 1997

4.2. PROFESSIONAL REGISTRATION

Proof that each engineer is professionally registered with the ECSA as a Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech).

5. Skills Development Requirements

The Consultant shall achieve, in performing the Services, the Contract Skills Development Goal established in the CIDB Standard for Developing Skills through Infrastructure Contracts, dated 31 March 2026.

The minimum Contract Skills Development Goal shall be 2% of the professional service fees, excluding VAT, allowances, expenses and disbursements. The Consultant shall provide structured workplace learning opportunities using Method 3, Method 4, or an approved combination thereof, and shall comply with all beneficiary registration, mentorship, record-keeping, reporting and audit requirements prescribed by the Standard.

AIRPORTS COMPANY
SOUTH AFRICA

C3.3.1 General Matters & Requirements

1. Providing the Services

The Consultant ensures that the Services are fit for the purposes intended and are engineered, procured and managed in accordance with this contract and Good Engineering and safety practices.

The Consultant exercises due skill, care and diligence in providing the Services. The standard of skill, care and diligence required is that of a Consultant seeking in good faith to perform his contractual obligations and in so doing and in the general conduct of his undertakings observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced international Consultant in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Services.

The Consultant uses a sufficient number of appropriately qualified professionals and other individuals who are suitably skilled, competent and experienced in their respective professions or occupations and provides all necessary supervision to plan, arrange, direct, manage and inspect the Services and generally for the satisfactory and safe execution of the Services. Without limitation, supervision is carried out by a sufficient number of appropriately qualified persons who are suitably skilled, competent and experienced in the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents).

The Consultant represents that he is and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.

Except to the extent otherwise expressly stated in this contract:

1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;

1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and

1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

2. Compliance with Laws

The Consultant keeps himself fully informed of and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to Provide the Services and/or Works). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

3. Compliance with Codes & Standards

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

4. Services of the Employer and Others

The Services are part of a project at O.R. Tambo International Airport. During design or the project works there are interfaces with Other's for which appropriate levels of planning and liaison will be required. These interfaces include design, construction and programme activities.

Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services is such that the least interference reasonably possible will result to the Consultant and to Others and such sequence is determined by the Employer.

The Consultant is considered to have allowed for reasonably anticipated delays and interference to the Services for these interfaces. Cooperation is required between the Consultants and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

At the earliest possible date, detailed programmes prepared for all other project works having interfaces with the Services are discussed by the Employer with the Consultant in order that the phasing, duration, use of working areas, attendance work etc. can be drawn into overall programmes for the project works.

Co-ordination meetings are held as required by the Consultant with such other Consultants and/or Contractors to monitor progress and co-ordinate the installation operations.

5. Consultant's Organisation

Unless included in this contract, the Consultant submits to the Employer, within four weeks of the starting date, a chart showing the organization for Providing the Services. The chart includes the identities of the key personnel to be employed. The Consultant also includes the curricula vitae of the key personnel.

The Consultant promptly informs the Employer in writing of any revision or alteration of such organization chart. The appointment or replacement of key personnel is subject to core clause 22.1 of this contract.

6. Personnel

The Employer may, having stated his reasons, instruct the Consultant to remove any person engaged by the Consultant or any Subcontractor (whether or not an employee). The Consultant then arranges that, after one day, that person has no further connection with the work included in this contract.

The Consultant takes all necessary precautions to prevent any unlawful, riotous or disorderly conduct or behaviour by or among his and his Subcontractors employees, agents or invitees or any other person for whom the Consultant is responsible whether under this contract or in law.

The Consultant, in the execution of the Services, maximises the use of local persons,- Local persons are persons ordinarily resident within a 50 km radius of the Site.

AIRPORTS COMPANY SOUTH AFRICA

7. Order of Services

In those parts of the Services where interference is likely to occur between items being provided under this Contract and items provided by the Employer or by Others, work shall not be commenced until the Employer has given his acceptance.

8. Methods of Working

The Consultant may execute the contract in accordance with his own standard work execution plans and procedures to the extent that they do not conflict with the provisions of this contract.

The Consultants methods of work are at all times such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk.

Notwithstanding any omission from the Scope, the Services are performed and completed in a proper and workman like manner, by professionals skilled in their respective professions.

9. Method and Resources Statements

The Consultant, whenever required by the Employer, submits details of the resources, arrangements and methods which the Consultant proposes to adopt for providing the Services.

No significant alteration to these resources, arrangements and/or methods is made unless it is first accepted by the Employer.

10. Change Control

The Consultant does not change or substitute a design which is required by this contract or has previously been accepted by the Employer unless the Employer has accepted the change or substitution. The Employer is under no obligation to accept the change or substitution and no claim will be considered if the change or substitution is not accepted.

11. Notice Boards

The Consultant is permitted to display two notice boards advertising this contract on or near the Site or access points to the project area. The notices are of a form and in a position accepted by the Employer and include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the approval of the Employer.

12. Invoicing and Payment

The Consultant submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim.
The Employer's Representative issues a payment certificate for the amount which he assesses by the 25th.

The Consultant thereafter submits the invoice with payment certificate attached to Invoices.Acsa@airports.co.za by the 30th of the month. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60 day payment.

The Consultant ensures that the following are shown the claim and invoice:

- Employer's purchase order number;
- the contract number and title; and
- the total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.

AIRPORTS COMPANY
SOUTH AFRICA

C3.3.2 Quality Control & Assurance

The Consultant has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the Employer) to assure that Services, including subcontracted Services, comply with the Scope.

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

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

C3.3.3 Drawings & Documents

1. Comments on Consultant's Drawings and Other Documents

The Consultant takes due account of any comments made by the Employer and/or Others on the Consultants drawings or other documents. Unless otherwise expressly provided for in this contract, however, none of the Employer and/or Others is bound to comment on the Consultants drawings or other documents.

None of the Employer and/or Others is bound to check the Consultants drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer's and/or Others acceptance, receipt of, or review of, or comment on the Consultants drawings or other documents or other matter does not relieve the Consultant from responsibility for the Consultants errors or omissions.

2. Drawing Requirements

All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble free construction and operation over the life of the component.

All copies of drawings submitted to the Employer are provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.

All drawings are dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings show a graphic scale key plan and north arrow. Dates on drawings are reflected in the following format: dd/mmm/ccyy. Revisions are designated RO, RI, R2, R3, etc., commencing with the first issue. All revisions are clearly described in the revision column bearing the revision number.

All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.

AIRPORTS COMPANY
SOUTH AFRICA

3. Document Tracking System

The Consultant establishes a document tracking system to record the dates for the supply and receipt of all drawings, calculations, correspondence and requests for information to/from the Employer and/or Others.

4. Submission Schedule

The Consultant submits to the Employer a schedule, within 4 weeks of the starting date and monthly thereafter, of all documents for acceptance. This schedule provides individual titles of drawings and calculations, and their proposed submittal dates, for requested in the Scope and as necessary for the review by the Employer means of compliance by the Consultant with all aspects of the requirements of this contract.

The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.

5. Document Submissions

The Consultant submits his drawings, designs and calculations for acceptance prior to the start of procurement, as required by the Employer. All such material becomes the property of the Employer.

All correspondence and submissions are prominently identified as relating to the Services and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures which will be advised by the Employer after the signing of the Contract. All documentation supplied by the Consultant to the Employer and/or Others in hard copy is also supplied in electronic format. Unless otherwise specified this is MicroStation or AutoCAD format for drawings and MS Office for all other documents.

The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.

The Consultant submits his drawings and other documents to the Employer and/or Others for acceptance in sufficient time to permit modifications to be made and for the document to be resubmitted for acceptance to the Employer without delaying the initial deliveries or the completion of the Services.

Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.

If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.

6. Time Required for Acceptance of Designs & Calculations by the Employer

Not later than one month after receipt, the Employer returns one copy of the document marked "Accepted "Accepted as Noted" or "Not Accepted", as may be appropriate.

The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.

7. Format for Retention

The Consultant retains original documents.

AIRPORTS COMPANY
SOUTH AFRICA

C3.3.4 Programme, Progress Reporting & Meetings

1. Programme

1.1 General Requirements

The programme is submitted in Microsoft Project. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer.

The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.

The Consultant allows for public holidays and weekends (as non-working days) in his programme and allows 4 weeks of float for each 12 month period. The programme will take cognisance of the legal requirements relating to working hours. The Consultant allows 1 week buffers strategically to facilitate project contingency to mitigate delays in project completion and/or delays to Others and/or delays to the Consultant.

Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined.

Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.

1.2 Other Information to be Shown on the Proqramme

The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:

1.2.1 Dates for issue and acceptance of drawings;

1.2.2 Dates for submission of all documents to internal and external stakeholders;

2. Reporting

2.1 Monthly Progress Reports

The Consultant submits monthly progress reports to the Employer. Each report covers a period of a calendar month save that the first report covers the period up to the end of the first calendar month following the starting date. Reports are submitted within one week of the end of every calendar month.

Each report includes:

2.1.1 an executive summary,

2.1.2 charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme,

2.1.3 for the procurement, manufacture and/or fabrication of each main item of Plant & Equipment and/or Works, the name of the Contractor, Contractor's location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to Site;

2.1.4 4 week look-ahead schedule;

2.1.5 comparisons of actual and planned progress;

2.1.6 colour photographs in digital format showing progress of the Services in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;

2.1.7 details of actual and planned resources;

2.1.8 updated cash flow showing actuals for the period being reported on and a revised forecast;

2.1.9 details of number of each class of the Consultants and each Contractor's and/or Subcontractor's personnel and of each type of the Equipment at the Site for the relevant period;

2.1.10 a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;

2.1.11 a list of proposed changes to the Scope and the status thereof;

2.1.12 a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;

2.1.13 a list of instructions received by the Consultant (other than instructions from the Employer changing the Scope) during the reporting period listing the date of receipt and the nature of the instruction;

2.1.14 an updated risk register;

2.1.15 a list of all notified compensation events detailing their reference numbers, the date on which the underlying cause, circumstance or event arose and when it first came to attention of the Consultant, the compensation claimed by the Consultant and/or Contractor, the date on which notice and the details thereof were given to the Employer and the status thereof;

2.1.16 details and assessment of all areas of concern including details of all notified early warnings and details and assessment of other events and circumstances which may have an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such cost impact and/or delay;

2.1.17 a current register of drawings and other documents submitted to the Employer or Contractor during the reporting period and the prior reporting period, detailing the date of issue to the Employer or Contractor and, if applicable, the date by which the Employers acceptance is required;

2.1.18 a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;

2.1.19 a report on health & safety and environmental matters;

2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;

2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and

2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

An electronic copy and 4 hard copies of each progress report are submitted to the Employers Representative on the first Wednesday of each month.

2.2 Additional Weekly and Daily Reports

Following mobilization at the Site the Consultant, in addition, submits to the Employer (in electronic copy and 4 hard copies):

2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;

2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

2.3 Reports on Disputed Work

For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.

2.4 Additional Reports

The Employer is entitled to request the Consultant to provide additional reports when in his opinion they are warranted to monitor the progress of the Works.

3. Meetings

The Consultant attends regular formal meetings as required by the Employer. Meetings may involve Others so that the progress of the Services and/or Works on Site and other works may be reviewed. Such meetings may be held fortnightly or at other intervals as required by the Employer.

The Consultant records these meetings and issues detailed minutes within 1 week.

The Consultant also attends informal weekly meetings on Site as required by the Employer and/or the Contractor.

The Consultant's key persons attend all meetings. There is an average of four meetings per month.

AIRPORTS COMPANY
SOUTH AFRICA

Part C4: Site Information

1. Description of the Site and its surroundings

The project is located at O.R. Tambo International Airport (ORTIA), within the Terminal A North Wing, specifically targeting the third and fourth floors of the existing administrative office block. These floors are currently configured as closed-plan offices and will be reconfigured into modern, open-plan workspaces.

The scope also includes interventions in the Parking Office, which is situated adjacent to or within the same administrative block, and forms part of the broader spatial optimization strategy.

Note: The project is not located on the airside. It is within the landside operational zone, accessible to staff and contractors without airside clearance, but still subject to standard airport security protocols.

2. Functional Importance

These office levels accommodate key operational and executive functions, including offices for the AGM and GM, and the Parking Office, which supports landside operations. The reconfiguration aims to improve spatial efficiency, security, and compliance with ACSA's branding and operational standards.

3. Access and Security

The site is within a restricted landside zone, requiring personal access permits issued by ACSA Security. No airside permits (e.g., AVOP or airside vehicle permits) are required for this project. Access to the Parking Office may require coordination with ACSA Parking and Facilities Management teams. All personnel must comply with airport safety, fire, and environmental regulations.

4. Site Constraints

The site is surrounded by active airport operations, including passenger movement and staff circulation. Existing infrastructure includes live services (electrical, data, water), which must be protected during construction, Coordination with airport departments (e.g., Engineering, Security, Parking) is essential to avoid operational disruptions.

Part C5: Annexures

ANNEXURE A: Compliance with Codes & Standards

The Designs comply with the latest edition codes and SANS and International standards stated below and/or in the Scope and Good Engineering and Construction Practices'. To the extent not stated, the Designs comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Works comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

The minimum ACSA requirements are:

a. the requirements of the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2014;

b. Legislation By-Laws and Regulations applicable to the area within which the project falls;

c. the code of practice for the Application of the National Buildings Regulations, (SANS 10400);

d. the ATEX directives; (The Regulations apply to al/ equipment intended for use in explosive atmospheres, whether electrical or mechanical, and also to protective systems)

e. the National Environmental Management Act No. 107 of 1998;

f. the recommendations of OIML;

g. the requirements of SANS 347;

h. the requirements and recommendations of the NFPA standards and codes for fire protection and fire safety, e.g. NFPA 10, 1 1, 13, 15, 16, 20, 22, 24, 30, etc.;

i. ICAO Annex 14 Standards and Recommended Practices (SARPs) for aerodromes.

j. IATA Airport Development Reference Manual

The recommendations contained within or made by international and national standards are viewed as the benchmark for *Good Engineering and Construction Practices*[1] and are complied with unless it can be demonstrated that it is not practicable.

Good Engineering and Construction Practices are the relevant practices, standards, recommendations, methods, procedures and acts used internationally by skilled contractors engaged in the design, engineering, construction, testing and commissioning of work similar in nature and extent to the Works that, at a particular time, with the exercise of reasonable judgment, care, attention in light of the facts known or that reasonably should have been known to the party making a decision at the time a decision is or should be made, would be expected to accomplish the desired result in a manner consistent with Laws, reliability, safety, environmental protection, economy and expedition. With respect to the plant and the Works, Good Engineering and Construction Practices include taking reasonable steps to ensure that:

(i) Adequate materials, resources and supplies are available to undertake the Works under normal conditions;

(ii) Sufficient engineering, design, construction and safety personnel are available and are adequately experienced and trained to design, construct and test the Works properly, efficiently and within applicable Laws, manufacturer's guidelines and specifications and API and EI standards and recommendations;

(iii) Appropriate monitoring and testing is done during the design, manufacturing, erection and commissioning to ensure that the Works are constructed to the required standards, tolerances and specifications and that equipment is functioning as designed and to provide assurance that it will function properly under normal conditions;

(iv) Appropriate protective devices and design features are provided to ensure that safe, reliable, long-term operation of the plant can be achieved, if operated and maintained in accordance with the Operation and Maintenance Manual;

ANNEXURE B: POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any
reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

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

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

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

AIRPORTS COMPANY SOUTH AFRICA

Annexure C: Approved Key Personnel and Technical Evaluation criteria

Key personnel is required to meet the following criteria:

1. **Civil/Structural Engineer Experience**

1.1. Proof that the Engineer has an active professional registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer/ Technologist

1.2. Proof that Civil Engineer/Structural Engineer has completed relevant projects with a construction value of R30 million and above (inclusive of VAT) for each project.

1.3. Relevant projects include:

a. Office reconfiguration and fit out projects
b. Building Services upgrades
c. Multi-storey office renovations
d. Airport Terminal buildings Construction/Upgrades
e. Public sector building project except schools.
f. Institutions of higher learning as defined in accordance with the Higher Education Act 101 of 1997

Number of Projects	**Points**
0-1 Project	0
2 Projects	20
3 Projects	25

1.4. **No points will be awarded to incomplete projects!**

1.5. **No points will be awarded if proposed Engineer is not actively registered as Professional Engineer / Engineering Technologist with ECSA.**

AIRPORTS COMPANY SOUTH AFRICA

2. MECHANICAL ENGINEER EXPERIENCE

2.1. Proof that the Engineer has an active professional registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer/ Technologist and

2.2. Proof that Engineer has completed relevant projects with a construction value of R 30 million and above (inclusive of VAT) for each project.

2.3. Relevant projects include:

a. Office reconfiguration and fit out projects
b. Building Services upgrades
c. Multi-storey office renovations
d. Airport Terminal buildings Construction/Upgrades
e. Public sector building project except schools.
f. Institutions of higher learning as defined in accordance with the Higher Education Act 101 of 1997

Number of Projects	**Points**
0-1 Project	0
2 Projects	20
3 projects	25

2.4. **No points will be awarded to incomplete projects!**

2.5. **No points will be awarded if proposed Engineer is not actively registered as Professional Engineer / Engineering Technologist with ECSA.**

AIRPORTS COMPANY SOUTH AFRICA

3. **ELECTRICAL ENGINEER EXPERIENCE**

3.1. Proof that the Engineer has an active professional registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer/ Technologist and

3.2. Proof that Engineer has completed relevant projects with a construction value of R30 million and above (inclusive of VAT) for each project.

3.3. Relevant projects include:

a. Office reconfiguration and fit out projects
b. Building Services upgrades
c. Multi-storey office renovations
d. Airport Terminal buildings Construction/Upgrades
e. Public sector building project except schools.
f. Institutions of higher learning as defined in accordance with the Higher Education Act 101 of 1997

Number of Projects	**Points**
0-1 Project	0
2 Projects	20
3 Projects	25

3.4. **No points will be awarded to incomplete projects!**

3.5. **No points will be awarded if proposed Engineer is not actively registered as Professional Engineer / Engineering Technologist with ECSA.**