

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:**

JOINT MONITORING TEAM FOR THE REFURBISHMENT OF COMMERCIAL ASSETS AT AIRPORTS COMPANY SOUTH AFRICA

AIRPORT: **ORTIA, UPN, GRJ, KIM, KPA, CDSIA, KSIA**

PROJECT No: **TBC**

**NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)**

<b>Between</b>	<b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b>  (Registration Number: 1993/004149/30)	
<b>and</b>	<hr/> (Registration Number: ( ))  <b>FOR THE JOINT MONITORING TEAM FOR THE REFURBISHMENT OF COMMERCIAL ASSETS AT ACSA AIRPORTS</b>	
<b>Contents:</b>		<b>No of pages</b>
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## Part C1: Agreements and Contract Data

### C1.1: Form of Offer and Acceptance

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **A Joint Monitoring Team for the Refurbishment of Commercial Assets at ACSA Airports.**

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 exclusive of VAT is	R
Value Added Tax @ 15% is	R
<b>The offered total of the Prices inclusive of VAT is</b>	<b>R</b>
<b>(in words – Inclusive of VAT)</b>	

#### THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

*The above amount should be calculated as per the guide provided in the Activity Schedule (Bills of Quantities). In the event of any conflict between the amount above and the Activity Schedule (Bills of Quantities), the form of offer shall prevail.*

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)

DATE:

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the **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**

Name &  
signature of  
witness

Date

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

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

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

	<b><u>For the Employer</u></b>	<b><u>For the Bidder</u></b>
Signature (s)	_____	_____
Name (s)	_____	_____
Capacity	_____	_____
<b>Name and Address</b>	<b>Airports Company South Africa SOC Limited</b>  Western Precinct Aviation Park OR Tambo International Airport 1 Jones Road, Kempton Park, Gauteng 1632	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	_____ _____	_____ _____

## 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 <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>A: Activity based on Built Environment Council project stages (Sacap, Ecsa, Sacpcmp, Sacqsp etc)</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X7: Delay damages</b> <b>X9: Transfer of rights</b> <b>X10: Employer's Agent</b> <b>X11: Termination by the Employer</b> <b>X13: Performance bond</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b> of the NEC3 Engineering and Construction Contract, April 2013
	The <i>project stages</i> are:	Combined Stages 1 – 4 Stage 5 Stage 6

10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited
	Address	Airports Company South Africa SOC Limited Western Precinct Aviation Park, OR Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, 1632
	Telephone	+27 11 723 1400
	Fax	N/A
11.2(9)	The services are	A Joint Monitoring Team for the Refurbishment of Commercial Assets at ACSA Airports.
11.2(10)		The following matters will be included in the Risk Register <ul style="list-style-type: none"> <li>• Availability of as-built information</li> <li>• Access to site</li> <li>• Statutory approvals and ACSA approvals</li> <li>• Site constraints and constructability</li> <li>• Notification of claims</li> <li>• Financial and Procurement</li> <li>• Phased completion of service</li> </ul>
11.2(11)	The <i>Scope</i> is in	the document called Part C3: Scope of Work
12.2	The <i>law of the contract</i> is	the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
13.6	The <i>period of retention</i> is	1 year(s) following either date of Completion or date of termination of a contract
<b>2</b>	<b>The Parties' main responsibilities</b>	



20.1	The <i>Employer</i> provides access to the following persons, places and things		
	<div><div>1</div><div>2</div><div>3</div></div>	<b>Access to</b> The site and any information necessary and available for the completion of the works.	<b>Access date</b> Upon contract award
3	Time		
30.1	The <i>starting date</i> is	Upon signing of contract by ACSA	
30.2	The <i>completion date</i> is	60 Months from contract start date	
31.1	The <i>Consultant</i> submits a first (preliminary) programme with the tender by	2 Weeks from the contract start date	
32.2	The <i>Consultant</i> 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 <i>defects date</i> is	52 weeks after Completion of the whole of the <i>services</i>	
43.2	The <i>defects correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is	Every four (4) weeks, on the 25 <sup>th</sup> 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 <i>currency of this contract</i> is the	South African Rand	
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank as determined from time to time	

<b>6</b>	<b>Compensation events</b>	No data required for this section of the <i>conditions of contract</i> .
<b>7</b>	<b>Rights to material</b>	No data required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Indemnity, insurance and liability</b>	
81.1	<p>The <i>Consultant</i> provides the insurance stated in</p> <p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is:</p>	<p>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 <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued.</p> <p>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993</p>
<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for Main Options</b>	
<b>A</b>	<b>Activity based contract</b>	As defined by activities to complete each Built Environment Council Stage (ECSA, SACAP etc) successfully.
11.2(13)	The <i>Time Charge</i> is	the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract
11.2(14)	The <i>Activity Schedule</i> is	In the Pricing Data
11.2(16)	The <i>Price for Services Provided to Date</i> is	the Time Charge for the work which has been completed
11.2(18)	The <i>Tendered total of the Prices</i> is	In the form of offer and acceptance

11.2(19)	The <i>Prices</i> are	In the form of offer and acceptance
21.4	Total <i>Time Charge</i>	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the <i>Employer</i> .
21.4	The <i>Consultant</i> prepares and submits forecasts of the total Time Charge and expenses for the whole of the <i>services</i> at intervals no longer than	Four (4) weeks
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X7</b>	<b>Delay Damages</b>	
X7.1	Delay damages of the whole of the <i>services</i> are	Amount per week is 1% up to a maximum of 10% total value of the Professional fees

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**X10      The *Employer's Agent***

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X10.1      The *Employer's Agent* is

Name:    TBC

Address: Western Precinct, Aviation Park

OR Tambo International Airport, 1 Jones Road,  
Kempton Park, Gauteng, 1632

The authority of the *Employer's Agent* is to act on  
behalf of the *Employer* with the authority set out in  
the Contract Data

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**X11      Termination by *Employer***

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X11.1      The Employer may

Terminate the *Consultant's* obligation to Provide  
the services for any reason not stated in clause 9

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**X13      Performance Bond**

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X16.1      The *performance bond*  
*percentage* is

10% of Contract Value

Refer to Annexure A - performance bond proforma

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**X18      Limitation of Liability**

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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

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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 total cost of the incurred losses and or repairs  
to the damages caused

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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 total cost of the incurred losses and or repairs  
to the damages caused

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X18.4	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The <i>Consultant's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is unlimited and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
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The excluded matters are amounts payable by the *Consultant* as stated in this contract for

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

X18.5	The <i>end of liability</i> date is	52 weeks after Completion of the whole of the <i>services</i>
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## **Z            ADDITIONAL CONDITIONS OF CONTRACT**

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### **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:

#### **Tax invoices**

##### **The *Consultant's* invoice.**

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace with:

Each payment is made by the *Employer* within four (4) weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

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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 5<sup>th</sup> (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.

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 – Who decides on these adjudicators?

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

#### Z4.1 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

#### 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 *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

#### Z6 Providing the Works: Delete core clause 20.1 and replace with the following:

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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.

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**Z7                    Extending the defects date: add the following as a new core clause 46:**

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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*.

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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.

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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.

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**Z8                    Termination**

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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”.

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**Z9                    Cession, delegation and assignment**

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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.

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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.

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**Z10                  Ethics**

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Z10.1              The *Consultant* undertakes:

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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;

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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.

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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.

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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.

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**Z11. Confidentiality**

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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.

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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*.

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Z11.3 This undertaking shall not apply to –

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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;

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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

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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).

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Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z11.5	The <i>Consultant</i> ensures that all his Sub-Consultants abide by the undertakings in this clause.
Z12.	<b><i>Employer's Step-in rights</i></b>
Z12.1	<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default</p> <p>within 2 weeks of the notification of the default by the <i>Project Manager</i>, the <i>Employer</i>, 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 <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.</p>
Z12.2	The <i>Consultant</i> co-operates with the <i>Employer</i> 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 <i>Consultant</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	<b>Intellectual Property</b>
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 Works.
Z13.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z13.3	The <i>Consultant</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z13.4	The <i>Consultant</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:
Z13.4.1	the <i>Consultant's</i> design, manufacture, construction or execution of the Works;

Z13.4.2	the use of the <i>Consultant's</i> Equipment, or
Z13.4.3	the proper use of the Works.
Z13.5	The <i>Employer</i> shall, at the request and cost of the <i>Consultant</i> , assist in contesting the claim and the <i>Consultant</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z14	<b>Dispute resolution: The following amendments are made to Option W1:</b>
Z14.1	<b>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”:</b> “excluding disputes relating to termination of the contract”.
Z14.2	<b>The following clauses are added at the end of clause W1.3:</b>
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

## 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 <i>Consultant</i> is (Name):  Address:  Tel No.:  Fax No.:  Email:	
22.1	The <i>Consultant's key persons</i> are:  1. Name:  <b>Job:</b>  Responsibilities:  Qualifications:  Experience:  2. Name:  <b>Job:</b>  Responsibilities:  Qualifications:  Experience:	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is as required by ACSA	
11.2(10)	The following matters (if any) will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data	

25.2	The <i>Employer</i> provides access to the following persons, places and things		
	<div>1</div> <div>2</div>	<b>access to</b> All As-built Information & existing services Relevant Engineering, Operational and Maintenance Personnel of ACSA <b>Not all as-built plans available</b>	<b>access date</b> Upon award of the project(s)  Upon award of the project(s)
<b>A</b>	<b>Activity based Contract Based on Built Environment Council Stages (SACAP, SACPCMP, ECSA, SACQSP etc) deliverables</b>		

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.4: ACSA INSURANCE CLAUSES**

**Refer to annexure on Insurance Clauses Paragraph 1.6 c) and d).**

## 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. **Fees**
  - ECSA – The fee for services rendered will be the standard fees and stages as per the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021.
  - SACAP – Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act 2000, Act 44 of 2000 as amended by Government Gazette 51352 of 4 October 2024.
  - SACPCMP – Guidelines for Professional fees in terms of Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42967 of 13 September 2019.
  - SACQSP – Guidelines for Professional fees in terms of Quantity Surveying Profession Professions Act, 2000, Act 49 as amended by Government Gazette 52152 of 21 February 2025.
  - SACPCMP – Guidelines for Professional fees in terms of Construction Health and Safety Professionals registered in terms of the Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42967 of 13 September 2019.
3. The Price Schedule covers the items that will be re-measurable.
4. 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.
5. Costs for all methods of communication are included in the fee and/or rates.
6. Special printing requirements are included in the fee and/or rates.
7. Provision of standard computer hardware and software are included in the fee and/or rates.
8. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend ~~an average of four meetings,~~

~~site inspections, etc. with the Employer and/or Others at KSIA per month for the duration of the contract) a minimum of 1 meeting per month to be held at ACSA's corporate office at ORTIA. The JMT should expect to have one site meeting every month on each site aligned with the JMT service, however this may be amended from time-to-time.~~

9. 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.
10. 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.
11. 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.
12. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
13. The price schedule provides for a range of rates based on value of construction works executed.
14. Bidders are to provide an aggregated rate which incorporates all listed professional services.
15. The bidder will additionally complete the fee breakdown schedule that will be included in the tender specifications which will provide a split for fees according to the relevant stages involved.
16. Payments to the JMT will be aligned to each work package approved for execution and the fee schedule will be aligned to the relevant stages involved per work package.
  - a. Combined stages 1 to 4 – Payment will be subject to the deliverables per work package as outlined in the specification being fully complete and accepted by the client as complete.
  - b. Stage 5 – Payment for stage 5 will be value related, and the fee will be released in proportion to the value of construction works completed for each work package.
  - c. Stage 6 – Payments for stage 6 will be subject to the deliverables per work package as outlined in the specification being fully complete and accepted by the client as complete.
  - d. Allowances made for level 3 full time supervision is strictly provisional. The JMT will be required to deploy competent supervisory resource(s) during periods of construction activity on site and will be aligned to the contractor's construction program. Level 3 supervision will be deployed to each site and will be expected to supervise all work packages being executed on the site. (i.e.: Simultaneous supervision across multiple work packages across the site)





## **C2.2 Price Schedule**

### **4.2.1 Services**

Professional Services Fee Schedule Provision of a JMT Professional Architectural, Engineering (Structural, Mechanical, Electrical, Civil), Project Management, Quantity Surveying, Health and Safety services for the Refurbishment of Commercial Infrastructure Assets at ACSA Airports.				
Descriptions	Estimated Value of construction works (Range)	Estimated Construction Spend	% Fee based on value of construction works	Offered Fee (Excl. VAT)
<b>CLUSTER 1</b>				
ORTIA	Based on a value up to R150 000 000	R150 000 000	%	R
	Based on a value greater than R150 000 000 up to R 250 000 000	R100 000 000	%	R
<b>SUB TOTAL CLUSTER 1</b>				<b>R</b>
<b>CLUSTER 2</b>				
CTIA	Based on a value up to R400 000 000	R400 000 000	%	R
	Based on a value greater than R400 000 000 up to R 670 000 000	R270 000 000	%	R
UPN	Based on a value up to R65 000 000	R65 000 000	%	R
	Based on a value greater than R65 000 000 up to R 110 000 000	R45 000 000	%	R
KIM	Based on a value up to R110 000 000	R110 000 000	%	R
	Based on a value greater than R110 000 up to R 185 000 000	R75 000 000	%	R
GRJ	Based on a value up to R40 000 000	R40 000 000	%	R
	Based on a value greater than R40 000 000 up to R 70 000 000	R30 000 000	%	R
<b>SUB TOTAL CLUSTER 2</b>				<b>R</b>
<b>CLUSTER 3</b>				
KSIA	Based on a value up to R15 000 000	R15 000 000	%	R
	Based on a value greater than R15 000 000 up to R 30 000 000	R15 000 000	%	R
KPA	Based on a value up to R55 000 000	R55 000 000	%	R
	Based on a value greater than R55 000 000 up to R 95 000 000	R40 000 000	%	R
CDSIA	Based on a value up to R195 000 000	R195 000 000	%	R
	Based on a value greater than R195 000 up to R 325 000 000	R130 000 000	%	R
<b>SUB TOTAL CLUSTER 3</b>				<b>R</b>
<b>[A] SUB TOTAL CLUSTER 1 2 &amp; 3</b>				<b>R</b>

LEVEL 3 FULL TIME SUPERVISION		RATE	AMOUNT
<b>Personnel &amp; All Other Associated Costs</b>			
Cluster 1: ORTIA	60 Months	R	R
Cluster 2: CTIA	60 Months	R	R
Cluster 2: UPN	60 Months	R	R
Cluster 2: KIM	60 Months	R	R
Cluster 2: GRJ	60 Months	R	R
Cluster 3: KSIA	60 Months	R	R
Cluster 3: KPA	60 Months	R	R
Cluster 3: CDSIA	60 Months	R	R
<b>Site Establishment Charges</b>			
Cluster 1: ORTIA	Fixed Once Off Costs	R	R
Cluster 2: CTIA	Fixed Once Off Costs	R	R
Cluster 2: UPN	Fixed Once Off Costs	R	R
Cluster 2: KIM	Fixed Once Off Costs	R	R
Cluster 2: GRJ	Fixed Once Off Costs	R	R
Cluster 3: KSIA	Fixed Once Off Costs	R	R
Cluster 3: KPA	Fixed Once Off Costs	R	R
Cluster 3: CDSIA	Fixed Once Off Costs	R	R
<b>[B] SUB TOTAL LEVEL 3 FULL TIME SUPERVISION</b>			<b>R</b>

<b>DISBURSEMENTS &amp; PROVISIONAL SUMS</b>		<b>RATE</b>	<b>AMOUNT</b>
Costs associated with 3 <sup>rd</sup> party tests, surveys, specialist services, specialist studies, local authority approvals, other regulated approvals, certifications etc			
Cluster 1		Provisional	R 2 000 000.00
Mark up on disbursements & provisional sums		%	R
Cluster 2		Provisional	R 5 000 000.00
Mark up on disbursements & provisional sums		%	R
Cluster 3		Provisional	R 3 000 000.00
Mark up on disbursements & provisional sums		%	R
Costs for ACSA issue permits & other related ACSA charges (Reimbursed at net cost incurred, no mark up allowed)		Provisional	R 200 000.00
<b>[C] SUB TOTAL DISBURSEMENT &amp; PROVISIONAL SUMS</b>			<b>R</b>

<b>SUMMARY OF PRICING SCHEDULE</b>	
<b>TOTAL OFFERED FEE FOR THE JOINT MONITORING TEAM</b>	
<b>PROFESSIONAL SERVICES</b>	<b>TOTAL PROFESSIONAL FEES</b>
<b>NORMAL ENGINEERING SERVICES</b>	
<b>1. Professional Services for the JMT – Stages 1 – 6 [A]</b>	<b>R</b>
<b>2. Level 3 Full time Supervision [B]</b>	<b>R</b>
<b>3. Disbursements &amp; Provisional Sums [C]</b>	<b>R</b>
<b>4. SUB-TOTAL</b>	<b>R</b>
<b>5. Contingency (10% of Sub-Total above)</b>	<b>R</b>
<b>6. SUB-TOTAL (Including Contingency)</b>	<b>R</b>
<b>7. ADD 15% VAT</b>	<b>R</b>
<b>8. TOTAL OFFERED FEE (INCL. VAT) - (Transfer to the Form of Offer)</b>	<b>R</b>

**BIDDER MUST COMPLETE THE TABLE BELOW**

	<b>Project Stages Per Package</b>	<b>Percentage Split</b>
1	Fees for combined stages 1-4	%
2	Fees for stage 5	%
3	Fees for stage 6	%

**NB: Fee splits to align to Built Environment Council Guidelines (ECSA, SACPCMP, SACQS, SACAP etc)**

## PART C3: SCOPE OF WORK

The provision of construction monitoring services for the Commercial Asset Refurbishment Program at ACSA airports sourced in the form of a Joint Monitoring Team (JMT) that will carry out all professional activities and validate the quality of work to successfully deliver the project work packages within the program ensuring assets meet business needs and compliance standards as defined by relevant standards, regulations and legislation.

The works will be broadly packaged by cluster as the ACSA network of airports are categorized by cluster and will be further packaged by priority within each cluster.

Therefore, it will be required that the JMT deploy suitable resources to Cluster 1, 2 & 3 to adequately manage the required works.

CLUSTER 1	CLUSTER 2	CLUSTER 3
1. ORTIA – O.R. Tambo International Airport	1. CTIA – Cape Town International Airport	1. KSIA – King Shaka International Airport
2. BFN – Braamfischer International Airport	2. GRJ – George Airport	2. KPA – King Phalo Airport
	3. KIM – Kimberly Airport	3. CDSIA – Chief Dawid Stuurman International Airport
	4. UPN – Upington Airport	

The JMT will provide as a minimum the following key resources:

- Lead Structural Engineer (Pr. Eng)
- Lead Quantity Surveyor (Pr. QS)
- Lead Electrical Engineer (Pr. Eng)
- Lead Mechanical Engineer (Pr. Eng)
- Lead Civil Engineer (Pr. Eng)
- Lead Architect (Pr. Arch)
- Lead Construction Health & Safety Agent (Pr. CHSA)
- Lead Project Manager (Pr.CPM)

It is required that the key lead resources listed above be provided within the JMT as these resources will interact extensively with ACSA for the duration of the program.

It is required that the JMT provide full time level 3 support during periods of construction works to each site. A competent site agent/representative is to be deployed to each of the 8 sites to provide full time supervision during construction works. Level 3 support will oversee all works across multiple work packages and disciplines on each site.

Level 3 support shall provide Project Coordination services and shall interact extensively with the client. This will be an onsite service provided by a resource that will perform services that are an extension of the Employer's internal project coordination services. Service includes circulation of reports and documents for sign off by ACSA and airport stakeholders, facilitating and coordinating airport access

permits for all project/program resources and vehicles. Managing interface between operations and construction, communicating, and enforcing ACSA's House Rules.

Provision is made for the sourcing of 3<sup>rd</sup> party specialist professional services should the need arise.

The JMT shall incorporate relevant systems into the works which include but is not limited to:

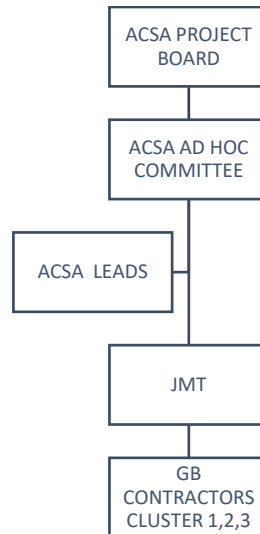
- Specialist systems
- Safety management systems
- Infrastructure safety & risk management systems
- Quality management systems

### **General Approach**

- The JMT will assess each facility on each site individually.
- A condition assessment report shall be presented to the client for approval for each facility/package.
- The refurbishment philosophy shall be "like for like" replacement. However, deviation may either be requested or permitted by the client at the discretion of the client to address business constraints, obsolescence, the need for modernization, optimisations as well as regulatory and legislative changes. The reasons for deviation listed are not exhaustive and will be at the clients sole discretion should a change be required.
- The JMT shall draft and submit a report which shall include all relevant information including costs for each facility on each site for client approval.
- Pricing information for each work package shall be formulated taking into account the approved rate card for contractors appointed to each cluster.
- The appointed contractors shall compete by submitting a quotation for the works included in each work package.
  - Rates already approved shall remain unchanged
  - Supplementing of existing rates shall be priced as extra over and will become a new line item.
  - New items shall be priced accordingly
- The JMT will be required to analyse quotes for completeness, alignment with rates already agreed and determine market alignment on any new item quoted. The JMT shall prepare a due diligence cost report and issue for client consideration.
- Upon receiving client approval, the JMT shall issue instructions for the contractor to proceed with the works package
- The JMT will be managed internally with a newly formed ad-hoc committee.



## Organizational Structure



The organogram above illustrates the governance structure planned for the Commercial Asset Refurbishment Program.

- Contractors will be managed by the newly appointed Joint Monitoring team (JMT)
- The JMT will be managed by a specialist ad hoc committee that will be set up to provide oversight.
- The Ad Hoc committee will be assisted and supported by personnel who will provide interface between the JMT and the ad hoc committee.
- The Ad Hoc committee will report to the applicable project board.
- The governance structure illustrated is not exhaustive or final and may be amended based on prevailing business needs.

## Operational Readiness and Transfer Process (ORAT)

Full Operational Readiness and Transfer (ORAT) as part of Handover Stage per work package. Full Lead role in coordination and management of the Operational readiness and Transfer (ORAT) process for the project/package, including coordination of all project stakeholders (Internal and External) for successful delivery of the ORAT process.

Project Stages	
Stage	Requirements
Combined stages 1,2,3,4	<ul style="list-style-type: none"> <li>Condition Assessment per Asset and Determination of scope of works per asset               <ul style="list-style-type: none"> <li>Surveys and inspection – Inspect, survey, measure and prepare documentation of existing premises as needed.</li> <li>Collation of information</li> <li>Reports on technical and financial feasibility and related implications</li> <li>List of consents and approval and related time frames</li> <li>Time frames for upcoming deliverables.</li> <li>Agreed scope of services and scope of work</li> <li>Report on project, site and functional requirements.</li> <li>Outline specifications</li> <li>Prepare construction drawings including drafting technical details and material specifications.</li> <li>Internal and external approvals of designs documentation <b>including approval of revised business case per individual works package</b></li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>Prepare bills of quantities for each asset based on agreed rate card per contractor               <ul style="list-style-type: none"> <li>Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support works execution.</li> <li>Obtain the client's authority, and submit documents for approval at the local authority if required</li> <li>Complete technical documentation sufficient for construction.</li> <li>Prepare the documentation aligned to existing contract</li> <li>Services co-ordination.</li> <li>Working drawings</li> <li>Priced contract documentation aligned to existing rate card or reimbursement provisions as prescribed by the contract</li> <li>Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability</li> <li>Project Procurement Programme</li> <li>Company health and safety management system (Sample documentation)</li> <li>Baseline risk assessments / task specific risk assessment</li> <li>Completed site establishment check lists</li> <li>Approved project specific health and safety plan</li> <li>Draft health and safety file requirements aligned to scope of works</li> <li>Health and safety documentation for authorities</li> <li>Client approval to proceed to stage 5 per work package</li> <li>Record of all meetings</li> </ul> </li> </ul>
Stage 5 – Construction	<ul style="list-style-type: none"> <li>Manage stage 5 deliverables               <ul style="list-style-type: none"> <li>Level 3 – Full time construction monitoring (At least 1 resource per site once construction commences – Total of 8 sites)</li> <li>Administer the building contract.</li> <li>Give possession of the site to the contractor.</li> <li>Issue construction documentation.</li> <li>Review sub-contractor designs, shop drawings and documentation for conformity of design intent.</li> <li>Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards.</li> <li>Administer and perform the duties and obligations assigned to the principal agent in the building contract.</li> <li>Manage the completion process of the project.</li> <li>Assist the client and obtain the occupation certificate.</li> <li>Preparing schedules of predicted cash flow</li> <li>Preparing pro-active estimates for proposed variations for client decision-making</li> <li>Attending regular site, technical and progress meetings</li> <li>Adjudicating and resolving financial claims by the contractor(s)</li> <li>Assisting in the resolution of contractual claims by the contractor(s)</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Establishing and maintaining a financial control system</li> <li>○ Preparing valuations for payment certificates to be issued by the principal agent / Lead Project Manager</li> <li>○ Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable: <ul style="list-style-type: none"> <li>▪ Financial control reports</li> <li>▪ Progressive payments and supporting documentation</li> <li>▪ Draft final account(s)</li> </ul> </li> <li>○ Construction drawing register</li> <li>○ Contract instructions</li> <li>○ All statutory certification and certificates of compliance as required by the local and other statutory authorities.</li> <li>○ Signed Contractor(s) Agreements</li> <li>○ Agreed Contract Programme</li> <li>○ Construction Documentation Schedule</li> <li>○ Monthly project progress reports.</li> <li>○ Weekly progress reports</li> <li>○ Approved project specific health and safety plans</li> <li>○ Risk profile for specific construction works - Safety</li> <li>○ Training matrix for all the required health and safety learning.</li> <li>○ Toolbox talks to address specific hazards and risks for the project</li> <li>○ Emergency preparedness plan for the project. Approval, rehearsal and implementation steps.</li> <li>○ Inspection check lists and registers</li> <li>○ Accident and incident reports</li> <li>○ Statistical report - Safety</li> <li>○ Risk assessments - Safety</li> <li>○ Maintain a full-time presence on site to attend to all technical queries and construction queries; work procedures, for conformity to contract documentation, and review completed work</li> <li>○ Assist with the preparation of as built records and drawings to the extent required in the agreement with the client.</li> <li>○ Record of all meetings</li> <li>○ Practical completion and defects list per work package</li> <li>○ Certificates of Practical Completion per work package.</li> </ul>
Stage 6 – Close Out	<ul style="list-style-type: none"> <li>• Stage 6 Deliverables <ul style="list-style-type: none"> <li>○ Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project. Handover guidelines Check list Operations and maintenance manuals, guarantees and warranties. As-built drawings and documentation</li> <li>○ Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.</li> <li>○ Works and final completion lists</li> <li>○ When the contractor's obligations with respect to the building contract have been fulfilled, issue the certificates related to the contract completion.</li> <li>○ Preparing valuations for payment certificates to be issued by the principal agent</li> <li>○ Concluding final account(s)</li> <li>○ Record of audits during defects liability period.</li> <li>○ Consolidated health and safety file as per project specifications</li> <li>○ Records of health and safety operations and maintenance reports</li> <li>○ Health and safety close-out report</li> <li>○ Certificate of Final Completion per work package</li> <li>○ Record of all meetings</li> <li>○ Ensure alignment and compliance with ACSA's internal handover requirements.</li> <li>○ Occupancy certificates issued by the local authority per work package</li> <li>○ Detailed close out report</li> </ul> </li> </ul>

<b>C3.1.</b>	<b>Employer's Scope of Services</b>
<b>1.</b>	<b>Scope of Services</b>
1.1	Without limitation the Services include, Architectural, Project Management, Engineering, Quantity Surveying, Health and Safety, Procurement, Construction monitoring and Project close out services as further detailed in Section C 3, 2.
1.2	The services will be phased and progressed from one stage to the next on completion of a gate review/approval by the Employer.
1.3	The Services include all personnel, consumables and other things, which, although not expressly provided for, can be reasonably inferred from this contract, the only exclusions being:
1.3.1	Items and/or services, if any, which are specifically excluded from the Services as stated in paragraph 3 below;
1.3.2	The supply of items, if any, which are to be free issued to the Consultant by the Employer (or by Others) as stated in paragraph 4 below and/or
1.3.3	Items and/or services, if any, which are expressly stated to be provided by the Employer or by Others elsewhere in the Scope.
1.4	Project Coordination services. This will be an onsite service provided by a resource that will perform services that are an extension of the Employer's internal project coordination services. Service includes circulation of reports and documents for sign off by ACSA and airport stakeholders, facilitating and coordinating airport access permits for all project resources and vehicles. Managing interface between operations and construction, communicating, and enforcing ACSA's House Rules.
1.5	Full Operational Readiness And Transfer (ORAT) as part of Handover Stage. Full Lead role in coordination and management of the Operational readiness and Transfer (ORAT) process for the project, including coordination of all project stakeholders (Internal and External) for successful delivery of the ORAT process.
<b>1.6</b>	<b>Without limitation the Services include the following specific activities:</b>
1.6.1	Architectural designs and approvals
1.6.2	Mechanical Engineering including wet services.
1.6.3	Electrical Engineering.
1.6.4	Civil and Structural Engineering.
1.6.5	Project and Contract Management.
1.6.6	Health & Safety Management
1.6.7	Procurement.
1.6.8	Construction Supervision.
1.6.9	Cost management and control
1.6.10	Progress reporting
1.6.11	Close out report
1.7	The Works are designed and constructed to have an operating life of more than 20 years.
<b>2.</b>	<b>Construction Monitoring 60 months (Level 3: Full Time)</b>
2.1	To ensure that the works are being completed in accordance with the requirements of the contract, and that the designs are being correctly interpreted and that appropriate construction techniques are being utilized, the Consultant will provide a full-time engineer/principal agent's representative on site for construction monitoring.
2.2	The Representative shall be suitably qualified and competent to carry out duties assigned to them.

2.3	Comprehensive CVs detailing personal particulars, qualifications, and work experience of the Engineer/principal agent Representative will be submitted for review and acceptance by the Employer.
2.4	The Engineer's/ Principal agent's Representative will maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
2.5	The Engineer's/Principal agent's Representative will receive on behalf of the Engineer oral and written communication from the Contractor and deliver to the Contractor oral or written communication from the Engineer.
2.6	The Engineer's/Principal agent's Representative will assist with the preparation of as-built records and drawings to the extent required in the contract.
2.7	The Engineer's Representative will have no authority to relieve the Contractor of any of his/her obligations under the contract.
<b>3.</b>	<b>Exclusions</b>
<b>3.1</b>	<b>The following items and/or services are specifically excluded from the Services:</b>
3.1.1	None
<b>4.</b>	<b>Free Issue Items</b>
<b>4.1</b>	<b>The following items will be issued free to the Consultant by the Employer (or by Others) for the Services:</b>
4.1.1	None
<b>5.</b>	<b>Scope Added other Gazettes</b>
5.1	Tariff guidelines on other disciplines must be derived from the relevant council gazetted fees.
5.1.1	ECSA – The fee for services rendered will be the standard fees and stages as per the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021.
5.1.2	SACAP – Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act 2000, Act 44 of 2000 as amended by Government Gazette 51352 of 4 October 2024.
5.1.3	SACPCMP – Guidelines for Professional fees in terms of Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42967 of 13 September 2019.
5.1.4	SACQSP – Guidelines for Professional fees in terms of Quantity Surveying Profession Professions Act, 2000, Act 49 as amended by Government Gazette 52152 of 21 February 2025.
5.1.5	SACPCMP – Guidelines for Professional fees in terms of Construction Health and Safety Professionals registered in terms of the Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 42967 of 13 September 2019.
<b>6.</b>	<b>The services shall incorporate the following:</b>
6.1	Stages 1 to 7 of the Framework for Infrastructure Delivery and Procurement Management, infrastructure delivery processes and gateway reviews.
6.2	Implementation of the Approach Paper and Work Plan.
6.3	Compliance with C3.2 to C3.5
6.4	Liaison and coordination with all stakeholders at ACSA in respect of the effects of the project on operations.

<b>7.</b>	<b>The details of the above items of work shall include but not be limited to the following:</b>
7.1	Timeous submission of all necessary plans and drawings to the relevant Authorities and expediting the necessary approvals and permission to proceed, including any negotiations in this regard.
7.2	The ensuring that the designs comply with Annexure C and good engineering and construction practices.
7.3	Ensuring that the Contractors' and Subcontractors' technical proposals and drawings conform to the design and specification requirements.
7.4	Providing all necessary contract administration to monitor the various Contractors / Subcontractors diligently and timeously in the execution of the contract works and take the necessary action in the event of problems being experienced.
<b>8.</b>	<b>Contract administration shall include the following: -</b>
8.1	Immediate clarification of any queries on working drawings.
8.2	Provision of details to supplement drawings produced in your office.
8.3	Progressive quality checks as and when work is executed.
8.4	Liaison with representatives of Others to ensure co-ordination of all services and generally ensuring that the contract is not delayed due to lack of design information.
8.5	Witnessing, supervising and approving testing carried out at the fabricator's facilities and on site, as appropriate.
8.6	Drawing up comprehensive defects lists prior to and after beneficial occupation by the Employer and expediting completion of such defects lists.
8.7	Attending or holding regular meetings with the Contractors / Sub-contractors in connection with your scope of work in order to ensure that the work is procured, manufactured and constructed in accordance with design and programme requirements.
8.8	Prepare monthly valuations. Compilation and settlement of final accounts and claims.
8.9	Attending monthly review meetings with the Employer.
8.10	Provision of regular updated cost information reports.
8.11	Liaising with Others on design, time control and budgetary aspects of the project and reporting on progress and selection of the various materials and components on the project.
8.12	Visiting the works of relevant Contractors and Suppliers to ensure satisfactory quality control and correct utilization of materials in the fabrication process.
8.13	Reviewing the Contractor's programme in terms of information required from the subcontractors under his control.

<b>C3.2</b>	<b>General Matters &amp; Requirements</b>
1.	Providing the Services
1.1	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.
1.2	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.

1.3	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).
1.4	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.
<b>2.</b>	<b>Except to the extent otherwise expressly stated in this contract:</b>
2.1	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;
2.2	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
2.3	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.
<b>3.</b>	<b>Compliance with Laws</b>
3.1	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.
<b>4.</b>	<b>Compliance with Codes &amp; Standards</b>
4.1	The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognized codes and standards which are accepted by the Employer.
4.2	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.
<b>5.</b>	<b>Services of the Employer and Others</b>
5.1	The Services are for the Commercial Asset Refurbishment Programme at ACSA airports. 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.

5.2	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.
5.3	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.
5.4	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.
<b>6.</b>	<b>Consultant's Organisation</b>
6.1	Unless included in this contract, the Consultant submits to the Employer, within four weeks of the starting date, a chart showing the organogram 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.
6.2	The Consultant promptly informs the Employer in writing of any revision or alteration of such organogram chart. The appointment or replacement of key personnel is subject to core clause 22.1 of this contract.
<b>7.</b>	<b>Personnel</b>
7.1	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.
7.2	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.
7.3	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.
<b>8.</b>	<b>Order of Services</b>
8.1	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.
<b>9.</b>	<b>Methods of Working</b>
9.1	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.
9.2	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.
9.3	Notwithstanding any omission from the Scope, the Services are performed and completed with skill and care expected of professionals in their respective disciplines.
<b>10.</b>	<b>Method and Resources Statements</b>
10.1	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.



10.2	No significant alteration to these resources, arrangements and/or methods is made unless it is first accepted by the Employer.
<b>11.</b>	<b>Change Control</b>
11.1	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.
<b>12.</b>	<b>Notice Boards</b>
12.1	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.
<b>13.</b>	<b>Invoicing and Payment</b>
13.1	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.
13.2	The Employer's Representative issues a payment certificate for the amount which they have assessed by the 25th.
13.3	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.
<b>13.4</b>	<b>The Consultant ensures that the following are shown the claim and invoice:</b>
13.4.1	Employer's purchase order number.
13.4.2	The contract and PO numbers and title; and
13.4.3	The total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.
<b>14.</b>	<b>Quality Control &amp; Assurance</b>
14.1	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.
14.2	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.
14.3	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.

<b>C3.3.3</b>	<b>Drawings &amp; Documents</b>
<b>1.</b>	<b>Comments on Consultant's Drawings and Other Documents</b>
1.1	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.
1.2	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.
<b>2.</b>	<b>Drawing Requirements</b>
2.1	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.
2.2	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.
2.3	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.
2.4	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/mm/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.
2.5	All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.
<b>3.</b>	<b>Document Tracking System</b>
3.1	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.
<b>4.</b>	<b>Submission Schedule</b>
4.1	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, 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.
4.2	The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.
<b>5.</b>	<b>Document Submissions</b>
5.1	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.
5.2	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.

5.3	The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.
5.4	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.
5.5	Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.
5.6	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.
<b>6.</b>	<b>Time Required for Acceptance of Designs &amp; Calculations by the Employer</b>
6.1	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.
6.2	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.
<b>7.</b>	<b>Format for Retention</b>
7.1	The Consultant retains original documents.

<b>C3.3.4</b>	<b>Programme, Progress Reporting &amp; Meetings</b>
<b>1.</b>	<b>Programme</b>
<b>1.1</b>	<b>General Requirements</b>
1.1.1	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.
1.1.2	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.
1.1.3	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.
1.1.4	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.
1.1.5	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.
<b>1.2</b>	<b>Other Information to be Shown on the Programme</b>
<b>1.2.1</b>	<b>The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:</b>
1.2.1.1	Dates for issue and acceptance of drawings;
1.2.1.2	Dates for submission of all documents to internal and external stakeholders;

<b>2.</b>	<b>Reporting</b>
<b>2.1</b>	<b>Monthly Progress Reports</b>
2.1.1	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.
2.1.1.1	Each report includes:
2.1.1.1.1	an executive summary,
2.1.1.1.2	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,
2.1.1.1.3	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;
2.1.1.1.4	4 week look-ahead schedule;
2.1.1.1.5	comparisons of actual and planned progress;
2.1.1.1.6	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;
2.1.1.1.7	details of actual and planned resources;
2.1.1.1.8	updated cash flow showing actuals for the period being reported on and a revised forecast;
2.1.1.1.9	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;
2.1.1.1.10	a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;
2.1.1.1.11	a list of proposed changes to the Scope and the status thereof;
2.1.1.1.12	a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;
2.1.1.1.13	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;
2.1.1.1.14	an updated risk register;
2.1.1.1.15	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;
2.1.1.1.16	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;
2.1.1.1.17	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;
2.1.1.1.18	a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;
2.1.1.1.19	a report on health & safety and environmental matters;

2.1.1.1.20	a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
2.1.1.1.21	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
2.1.1.1.22	such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.
2.1.1.1.23	An electronic copy and 4 hard copies of each progress report are submitted to the Employers Representative on the first Wednesday of each month.
<b>2.2</b>	<b>Additional Weekly and Daily Reports</b>
2.2.1	Following mobilization at the Site the Consultant, in addition, submits to the Employer (in electronic copy and 4 hard copies):
2.2.2	weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarizing 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;
2.2.3	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.
<b>2.3</b>	<b>Reports on Disputed Work</b>
2.3.1	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.
<b>2.4</b>	<b>Additional Reports</b>
2.4.1	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.
<b>2.5</b>	<b>Meetings</b>
2.5.1	<del>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.</del>  A total of 9 meetings per month is expected, one meeting to be held at the ACSA corporate office and 8 meetings on-site.
2.5.2	<del>The Consultant records these meetings and issues detailed minutes within 1 week.</del>  Corporate Office meetings – All key resources are expected to attend.
2.5.3	<del>The Consultant also attends informal weekly meetings on Site as required by the Employer and/or the Contractor.</del>  On-site meetings – will be chaired by the project manager and key resources will be determined by the work package and/or requests through the JMT for the attendance of specific key resources.
2.5.4	<del>The Consultant's key persons attend all meetings.</del>
2.5.5	<del>There is an average of four meetings per month.</del>

### 3.3.5 Compliance with Codes & Standards

The Works comply with the latest edition codes and SANS 10400 and International standards stated below and/or in the Scope and Good Engineering and Construction Practices'. To the extent not stated, the Works 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 2003;
- (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);

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

<sup>1</sup> 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 design, engineering, 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 of construction and commissioning to ensure that the Works are completed to the required standards, tolerances and specifications. That construction as designed and all services installed will function orderly for the period stipulated and provide all necessary assurance to this effect.

## **DISBURSMENT SCHEDULE**

(a) Only project related costs listed below and presented to ACSA will be compensated by ACSA as part of the fee %;

- Duplicating Contract and Plans Printing
- Miscellaneous cost (Permits/Induction etc)

(b) All rates are exclusive of VAT

(c) No payment for disbursement will be made for the following:

- Travelling
- Accommodation
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)

Above expenses by the consultant are deemed to be inclusive in their professional fees.

(d) Site Supervision – Aligned to the contract and price schedule.

(e) Disbursements will be paid at cost. The onus sits with the consultant to provide proof and prior Approval.

## Part C4: Site Information

### 1. Description of the Site and its surroundings

#### 1.1. General description

The ACSA Engineering team has conducted a thorough assessment of the sites (OR Tambo International Airport, Cape Town International Airport, King Shaka International Airport, Chief Dawid Stuurman International Airport, King Phalo Airport, George Airport, Kimberley Airport and Upington International Airport) and identified key areas requiring attention.

The eight (8) airports in the network have a total in excess of 80 assets, which consist of hangars, workshops, cargo warehouses, offices and other assets that require refurbishment. The sites, especially the ones located at the coastal areas, needs urgent refurbishment as they have significant wear and tear due to exposure to salt water and harsh weather conditions.

The condition of the assets varies across the 8 sites, but common issues include:

- **Asbestos sheeting's:** Many of the hangars have asbestos sheeting that pose a significant safety and health risk and need to be replaced.
- **Damage to Doors and Facia Boards:** Doors and fascia boards are damaged, which can compromise the structural integrity of the hangars.
- **Inadequate Lighting:** Lighting is inadequate in many areas, which can impact safety and security.
- **Fire Equipment:** Fire equipment is either inadequate or not functioning properly.
- **Parking areas and asphalt surfaces:** Parking area and asphalt surfaces are deteriorated and require repair or replacement.
- **Water ingress:** Water ingress is a significant issue in many hangars, which can lead to further damage and safety risks.
- **Minor plumbing requirements:** Minor plumbing repairs are required to fix leaks and other issues.
- **Ironmongery:** Ironmongery such as hinges require replacement or repair.



- **Rust treatment:** Due to coastal location of some assets, many require rust treatment to prevent further deterioration.
- **Flooring repair or replacement:** Required in many areas.
- **Disposal of material and rubble:** Necessary for safe removal.

### 1.2. Key Site Data

CLUSTER	SITE	ASSETS	STATUS / CONDITION
<b>Cluster 1</b>	ORTIA - OR Tambo International Airport	Hangars, Warehouses, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	CTIA - Cape Town International Airport	Hangars, Warehouses, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
<b>Cluster 2</b>	GRJ - George Airport	Hangars, Warehouses, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	KIM - Kimberley Airport	Hangars, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	UPN - Upington International Airport	Hangars, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	KSIA - King Shaka International Airport	Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
<b>Cluster 3</b>	KPA - King Phalo Airport	Hangars, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.

CDSIA - Chief Dawid Sturman International Airport	Hangars, Warehouses, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
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### 1.3. Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle(s) working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the “gate permit” from the Project Manager before material and equipment are brought and removed from the airside.
- The Consultant shall be reimbursed at COST for ACSA issue permits and permit training. NO MARK UP ALLOWED ON ACSA ISSUE PERMITS.
- Cost of medicals will be for the consultant’s own account.

### 1.4. Permits

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

Permit	Required by/for	Department
Personal Permit	All persons employed on the airport	ACSA Security no permit is issued to anyone with a criminal record.
Tools Permit	All persons taking tools to airside	ACSA Security
Laptop Permit	All persons taking laptop computers to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work or work generating heat on the site	ACSA Safety
Permit to Work	For all work to commence	ACSA Safety

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

#### 1.5. Cell phones and two-way radios

- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

#### 1.6. Hidden and other services within site

There might be electrical, mechanical, I.T, water, sewer pipes and other services, located in the affected site area.

#### 1.7. Tenant Interface

##### 1.7.1. Pre-Construction Phase

- **Notification:** Commercial to inform the tenants of the planned work, including the scope, timeline, and potential disruptions.
- **Alternative accommodation:** Commercial to identify suitable temporary relocation options for the tenants, where possible.
- **Logistical arrangement:** - Commercial co-ordinate logistics for tenant relocation. Commercial to Plan Project Execution with JMT and prioritise vacant facilities followed by under-utilised facilities.

##### 1.7.2. During Construction

- **Communication:** Commercial maintain regular communication with tenants regarding project progress and any changes.
- **Minimizing disruptions:** Commercial through the JMT to ensure that Contractors minimize disruptions by adhering to agreed timelines, and plan the programme to minimize impact on operational activities as planned together with the tenant.

##### 1.7.3. Post Construction Phase

- **Re-occupation planning:** Commercial to co-ordinate with tenants to plan for their return.
- **Inspection and handover:** Commercial to conduct a joint inspection with JMT, Contractor and tenant to ensure the work meets expectations.
- **Finalization:** JMT to confirm the completion of the project and finalize any outstanding matters.

