



**AIRPORTS COMPANY**  
SOUTH AFRICA

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

**TITLE OF PROJECT: RUNWAY AND TAXIWAY REHABILITATION**

**PROJECT No: 4429**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Chief Dawid Stuurman International  
Airport**

(Registration Number: 1993/004149/30)

and \_\_\_\_\_

(Registration Number: (\_\_\_\_\_))

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

**PROJECT No: 4429**

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE  
RUNWAY AND TAXIWAY REHABILITATION AT CHIEF DAWID STUURMAN  
INTERNATIONAL AIRPORT**

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| <b>Contents:</b>                   | <b>No of pages</b> |
|------------------------------------|--------------------|
| Part C1 Agreements & Contract Data | [●]                |
| Part C2 Pricing Data               | [●]                |
| Part C3 Scope of Work              | [●]                |
| Part C4 Site Information           | [●]                |
| Part C5 Annexures                  | [●]                |

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# **PART C1: AGREEMENTS & CONTRACT DATA**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

**PROJECT No: 4429**

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE  
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| <b>Contents:</b>                              | <b>No of pages</b> |
|---|--------------------|
| C1.1 Form of Offer & Acceptance               | [•]                |
| C1.2 Contract Data                            | [•]                |
| C1.3 Occupational Health and Safety Agreement | [•]                |
| C1.4 ACSA Insurance Clauses                   | [•]                |
| C1.5 Pro Forma Performance Bond               | [•]                |

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**C1: Agreements and Contract Data**

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

**C1.1.1 Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Multi-Disciplinary Built Environment Professional Team for the runway and taxiway rehabilitation at Chief Dawid Stuurman International Airport.**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in words) .....  
.....Rands;

(in figures) R.....

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

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

Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date

### C1.1.2 Acceptance

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

The terms of the contract, are contained in:

|         |  |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data   |
| Part C3 | Scope of Work: Works Information   |
| Part C4 | Site Information   |
| Part C5 | Annexures  |

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives 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

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

Date



**C1.1.3 Schedule of Deviations**

1 Subject .....

    Details .....

    .....

    .....

    .....

2 Subject .....

    Details .....

    .....

    .....

    .....

3 Subject .....

    Details .....

    .....

    .....

    .....

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

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

**For the Employer**

**For the Bidder**

Signature (s)

.....

Name (s)

.....

Capacity

.....

**Name and Address**   **Airports Company South Africa**  
**SOC Limited**  
  
**Aero Park, Block A, First Floor,**  
**Chief Dawid Stuurman International**  
**Airport,**  
  
**Gqeberha**

Name & Signature of witness   *(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Date

.....

.....

**Part C1.2a Contract Data**

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.

**Part one – Data provided by the Employer**

| Clause   | Statement  | Data   |
|----------|--|--|
| <b>1</b> | <b>General</b>   |  |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |  |
|          | Main Option  | <b>G: Term Contract</b>  |
|          | Dispute resolution Option  | <b>W1: Dispute resolution procedure</b>  |
|          | Secondary Options (incorporating amendments)   | <b>X7: Delay damages</b><br><b>X9: Transfer of rights</b><br><b>X10: Employer's Agent</b><br><b>X11: Termination by the Employer</b><br><b>X13: Performance bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b> |
|          |  | of the NEC3 Engineering and Construction Contract, April 2013  |

The *project stages* are:

| Project progress phases |                                       | Key deliverable at end of stage as described in the Scope and accepted by the Employer |
|-------------------------|---------------------------------------|--|
| No                      | Description                           |  |
| 1                       | Stage 1: Initiation & Briefing        | Refer to the Scope of works (Part C3)  |
| 2                       | Stage 2: Concept & Viability          |  |
| 3                       | Stage 3: Design Development           |  |
| 4                       | Stage 4: Documentation & Procurement  |  |
| 5                       | Stage 5: Construction/ Implementation |  |
| 6                       | Stage 6: Close out                    |  |

|      |                               |   |
|------|-------------------------------|---|
| 10.1 | The <i>Employer</i> is (Name) | Airports Company South Africa SOC Limited,<br>Chief Dawid Stuurman International Airport  |
|      | Address                       | Airports Company South Africa SOC Limited<br>Aero Park, Block A, First Floor,<br>Chief Dawid Stuurman International Airport<br>Gqeberha |
|      | Telephone:                    | +27 41 507 7348   |
|      | Fax:                          | +27 41 507 7340   |
|      | Email:                        | TBC   |

|         |                  |  |
|---------|------------------|--|
| 11.2(9) | The services are | For the Multi-Disciplinary Built Environment Professional Team for the Runway and Taxiway rehabilitation at Chief Dawid Stuurman International Airport |
|---------|------------------|--|

|          |   |  |
|----------|---|--|
| 11.2(10) | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> <li>• Availability of as-built drawings/ information</li> <li>• Access to site</li> <li>• Site constraints and constructability</li> <li>• Statutory requirements and approvals</li> <li>• Financial and Procurement</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 subject to the jurisdiction of the Courts of South Africa. |
|------|-----------------------------------|--|

|      |   |         |
|------|---|---------|
| 13.1 | The <i>language of this contract</i> is | English |
|------|---|---------|

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13.3 The *period of reply* is Seven (7) days

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13.6 The *period of retention* is 10 years following Completion or earlier termination of a contract

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## 2 The Parties' main responsibilities

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

|   | <b>Access to</b>          | <b>Access date</b>  |
|---|---------------------------|---------------------|
| 1 | Any Information available | Upon contract award |
| 2 |                           |                     |

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## 3 Time

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30.1 The *starting date* is Upon signing of contract

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30.2 The *completion date* is End of all project deliverables

---

31.1 The *Consultant* submits a first (preliminary) programme by Two (2) weeks of contract award

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32.2 The *Consultant* submits revised programmes at intervals no longer than Four (4) weeks

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## 4 Quality

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40.2 The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.

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41.2 The *defects date* is 52 weeks after Completion of the whole of the *services*

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43.2 The *defects correction period* is Two (2) weeks

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## 5 Payment

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50.1 The *assessment interval* is Every four (4) weeks, on the 25<sup>th</sup> day of each successive month

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50.3 Amounts retained from the *Consultant* 10% of total price up to a maximum of R150 000 (excl. VAT)

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|           |  |  |
|-----------|--|--|
| 51.1      | The period within which payment is made is   | Four to six 4 weeks after the receipt of a compliant tax invoice   |
| 51.2      | The <i>currency of this contract</i> is the  | South African Rand (ZAR)   |
| 51.5      | 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      | The <i>Consultant</i> provides the insurance stated in   | The Insurance Clauses which are 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. |
|           | 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: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993   |
| <b>9</b>  | <b>Termination</b>   | Refer to Secondary Clause X11  |
| <b>10</b> | <b>Data for Main Options</b>   |  |
| <b>G</b>  | <b>Term Contract</b>   | As defined by activities to complete each ECSA stage successfully.   |
| 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> at intervals no longer than (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. |

## 12 Data for Secondary Option Clauses

### X7 Delay Damages

|      |   |   |
|------|---|---|
| X7.1 | Delay damages for late completion of each section of the services are | Amount per week is 1% up to a maximum of 10% total value of the Professional fees |
|------|---|---|

### X10 The *Employer's Agent*

|       |                                |  |
|-------|--------------------------------|--|
| X10.1 | The <i>Employer's Agent</i> is | Name: TBC<br>Address: TBC<br>The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data |
|-------|--------------------------------|--|

### X11 Termination by *Employer*

X11.1 The Employer may Terminate the *Consultant's* obligation to Provide the services for a reason not stated in this contract by notifying the *Consultant*

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**X13 Performance Bond**

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X13.1 The *performance bond percentage* is 10% of the total of the Prices.

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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 of the Prices

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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 of the Prices

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X18.4 The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to

The *Consultant's* total direct liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices that applies in the contract, or delict and otherwise to the extent allowed under the law of the contract.

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

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X18.5 The *end of liability* date is 52 weeks after Completion of the whole of the *services*

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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: the Terms of Reference issued together with the tender.

## Z2 Tax invoices

### The *Consultant's* invoice.

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

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

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

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

Each payment is made by the *Employer* within four (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.

---

## 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, **excluding SMS's and Social media platforms.**

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## 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

| Name                                   | Location | Contact details<br>(phone & e mail)   |
|--|----------|---|
| Adv. Ghandi Badela                     | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.                | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                    | Gauteng  | +27 11 535 1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.             | Gauteng  | +27 11 442 8555<br><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<br><a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>      |
| Mr. Emeka Obugo<br>(Quantity Surveyor) | Pretoria | +27 12 349 2027<br><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<br>(phone & e mail)   |
|--|----------|---|
| Adv. Ghandi<br>Badela                        | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr.<br>Eng.                   | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem<br>Ebrahim                       | Gauteng  | +27 11 535 1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe<br>Msutwana Pr.<br>Eng.             | Gauteng  | +27 11 442 8555<br><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<br>SC                       | Gauteng  | 083 653 2281<br><a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>      |
| Mr. Emeka<br>Obugo<br>(Quantity<br>Surveyor) | Pretoria | +27 12 349 2027<br><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.

---

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

---

Z7.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

---

Z7.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

---

Z7.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

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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.

---

Z10.1.3 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

---

Z10.1.4 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.

---

Z11.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

---

Z11.3 This undertaking shall not apply to –

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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;

---

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 *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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Z11.5 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

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

---

Z12.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

---

Z12.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

---

Z13 **Intellectual Property**

---

Z13.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

---

Z13.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

---

Z13.3 The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

---

Z13.4 The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

---

Z13.4.1 the *Consultant's* design, manufacture, construction or execution of the Works;

---

Z13.4.2 the use of the *Consultant's* Equipment, or

---

---

Z13.4.3 the proper use of the Works.

---

Z13.5 The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

---

Z14 **Dispute resolution: The following amendments are made to Option W1:**

---

Z14.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.

---

Z14.2 **The following clauses are added at the end of clause W1.3:**

---

Z14.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”

---

Z14.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration.”

---

Z15 The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract

---

Z16 **Liens and Encumbrances**

---

Z16.1 The *Consultant* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Consultant, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Sub-Consultants similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time

---

Z17 **Performance Bond**

---

Z17.1 **Amend the first sentence of clause X13.1 to read as follows:** The Consultant gives the Employer an unconditional, on-demand performance bond, provided by a bank or insurer which the Project Manager and the Employer have accepted, for the amount stated in the Contract Data and in the form set out in **Part C1.5** of this Contract Data.

---



---

Z17.2 **Add the following new clause as Option X13.2:** The *Consultant ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Consultant* extends the validity of the performance bond until the end of the *contract period*. If the *Consultant* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

---

Z18 **Other responsibilities: add the following at the end of core clause 27:**

---

Z18.1 *The Consultant shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.*

---

Z18.2 *The Consultant shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Consultant at the Consultant's own costs.*

---

**Part C1.2b Contract Data**

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.

**Part two – Data provided by the *Consultant***

| <b>Clause</b> | <b>Statement</b>                 | <b>Data</b> |
|---------------|----------------------------------|-------------|
| 10.1          | The <i>Consultant</i> is (Name): |             |
|               | Address:                         |             |
|               | Tel No.:                         |             |
|               | Fax No.:                         |             |
|               | Email:                           |             |

---

---

22.1 The *Consultant's key persons* are:

1. Name:

**Job: Principal Agent/ Project Manager**

Responsibilities:

Qualifications:

Experience:

2. Name:

**Job: Pavement Engineer**

Responsibilities:

Qualifications:

Experience:

3. Name:

**Job: Electrical Engineer**

Responsibilities:

Qualifications:

Experience:

4. Name:

**Job: Quantity Surveyor**

Responsibilities:

Qualifications:

Experience:

---

5. Name:

**Job: Construction Health and Safety Agent**

Responsibilities:

Qualifications:

Experience:

11.2(3) The *completion date* for the whole of the *services* is as required by ACSA

11.2(10) The following matters (if any) will be included in the Risk Register

- 

11.2(13) The *staff rates* are as stated in the Pricing Data

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

|          | <b>access to</b>  | <b>access date</b>           |
|----------|---|------------------------------|
| <b>1</b> | All As-built Information & existing services                        | Upon award of the project(s) |
| <b>2</b> | Relevant Engineering, Operational and Maintenance Personnel of ACSA | Upon award of the project(s) |
| <b>3</b> | Access to site  | Upon award of the project(s) |

31.1 The programme identified in the Contract Data is Contained in the Returnable Documents

**G Term contract**

11.2(14) The *activity schedule* is in the Pricing Data

**C1.3: Occupational Health and Safety Agreement**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

|   |
|---|
| <p><b>Name of Organisation:</b></p> <p><b>AIRPORTS COMPANY SOUTH AFRICA</b></p> <p><b>CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT</b></p>  |
| <p><b>Physical Address and Postal address:</b></p> <p><b>Airport Company South Africa</b></p> <p><b>Aero Park, Block A, First Floor,</b></p> <p><b>Chief Dawid Stuurman International Airport,</b></p> <p><b>Gqeberha</b></p> |

**Hereinafter referred to as “Client”**

|                              |
|------------------------------|
| <b>Name of organisation:</b> |
| <b>Physical Address</b>      |

Hereinafter referred to as “the Mandatory/ Principal Contractor”

**MANDATORY’S MAIN SCOPE OF WORK**

---

---

|   |
|---|
| <b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b> |
|---|

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatory” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatory undertakes to comply with:

### INSURANCE

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

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY****ACT 85 OF 1993**

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.



11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

\_\_\_\_\_

**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_

**DATE**

## C1.4: ACSA Insurance Clauses

### INSURANCE CLAUSES FOR CAPEX PROJECTS

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

#### SECTION A: DEFINITIONS

**Landside** refers to:

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

**Airside** refers to:

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

#### SECTION B: INSURANCE CLAUSES

##### 1. Insurance requirements for **construction projects with a value below R150 million (Excluding VAT) at award and a construction period not exceeding 36 months on the LANDSIDE**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150 million, and with a duration that **exceeds 36 months** should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)) as these projects are not automatically covered under an ACSA umbrella insurance.

##### 1.1 Contract Works

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim.
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

##### 1.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R250 000, each and every claim.

##### 1.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a minimum limit of R75 000 for each and every claim.
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

#### 1.4 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award.
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award.
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope.
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider.

#### 2. Insurance requirements for **construction projects with a value below R150 million (Excluding VAT) at award and construction period not exceeding 36 months on the AIRSIDE.**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150million, and with duration that **exceeds 36 months** should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)) as these projects are not automatically covered under an ACSA umbrella insurance.

#### 2.1 Contract Works

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim;
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

#### 2.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

#### 2.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R75 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

#### 2.4 Aviation Liability

- The contractor must secure Aviation Liability insurance cover for 3rd party property damage and injury, for a minimum limit of USD250 000 (Two hundred and fifty US Dollars) for each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

#### 2.5 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award

- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider.

**3. Insurance requirements for construction projects with a value above R150 million (Excluding VAT), and/or projects with a construction period that exceed 36 months on the LANDSIDE and AIRSIDE.**

- Projects with a value of more than R150 million, and projects with a construction period that exceeds 36 months are not automatically covered under the annual construction policies. A separate quote and deductibles are provided by insurers per project. Details of these projects should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: [nokulunga.masiza@airports.co.za](mailto:nokulunga.masiza@airports.co.za)).

**C1.5 Pro forma Performance Bond – Demand Guarantee (for use with Option X13)***(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)*[Insert **Employer's** name and registered address]

Bank reference No.

Date:

Dear Sirs,

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

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

|     |                        |   |
|-----|------------------------|---|
| 1.1 | "Bank" means           | [Insert name of Bank], [●] Branch, Registration No. [●]   |
| 1.2 | "Bank's Address" means | [Insert physical address of Bank]   |
| 1.3 | "Contract" means       | the written agreement relating to the Services, entered into between the Employer and the Consultant, on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;  |
| 1.4 | "Consultant" means     | [●] a company registered in accordance with the laws of [●] under Registration No [●].  |
| 1.5 | "Employer" means       | [●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]  |
| 1.6 | "Expiry Date" means    | the earlier of <ul style="list-style-type: none"> <li>• the date that the Bank receives a notice from the Employer stating that all amounts due from the Consultant as certified in terms of the contract have been received by the Employer and that the Consultant has fulfilled all his obligations under the Contract, or</li> <li>• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.</li> </ul> |
| 1.7 | "Guaranteed Sum" means | the sum of R[●], ([●] Rand)   |
| 1.8 | "Services" means       | [●]   |

2. At the instance of the Consultant, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Consultant of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the Employer by a director of the Employer;
- state the amount claimed ("the Demand Amount");
- state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
  - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Consultant.
6. The Employer shall be entitled to arrange its affairs with the Consultant in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Consultant or any variation under or to the Contract.
7. Should the Employer cede its rights against the Consultant to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
  - is, save as provided for in 7 above, personal to the Employer and is neither negotiable nor transferable;
  - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
  - shall be regarded as a liquid document for the purpose of obtaining a court order; and
  - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
  - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of the Bank

|                      |  |
|----------------------|--|
| Bank Signatories(s)  |  |
| Name(s) (printed)    |  |
| Witness(s)           |  |
| Bank's seal or stamp |  |

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## **PART C2: PRICING DATA**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

**PROJECT No: 4429**

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE  
RUNWAY AND TAXIWAY REHABILITATION AT CHIEF DAWID STUURMAN  
INTERNATIONAL AIRPORT**

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| <b>Contents:</b>                 | <b>No of pages</b> |
|----------------------------------|--------------------|
| C2.1 Pricing Instructions        | [•]                |
| C2.2 Pricing Schedule            | [•]                |
| C2.3 Summary of Pricing Schedule | [•]                |

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**C2: Pricing Data****C2.1 Pricing Instructions**

C2.1.1 The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Pricing Schedule. Since short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details.

C2.1.2 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

**Unit:** The unit of measurement for each item of work as defined in the Scope of Works.

**Quantity:** The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.

**Rate:** The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.

**Amount:** The product of the quantity and the rate tendered for an item.

**Lump Sum:** An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

**Provisional Sum:** An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

**Prime Cost:** Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, expenses/ liabilities, incidentals, bonuses, all general risks, obligations, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract

C2.1.4 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.

Guidelines for Professional fees in terms of Project and Construction Management Professions Act, 2000, Act 48 as amended by Government Gazette 34858 of 23 December 2011.

Guidelines for Professional fees in terms of Quantity Surveying Profession Professions Act, 2000, Act 49 as amended by Government Gazette 29412 of 1 December 2006.

Guidelines for Professional fees in terms of Professional Construction Health and safety Agent. Professions Act, 2000, Act 48 as amended by Government Gazette 29412 of 1 December 2011.

C2.1.5 The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

C2.1.6 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 following the guidelines of the registration body as listed in C2.1.4.

C2.1.7 No mark up on any disbursements cost will be paid and the listed payments below shall not be paid under disbursements namely:

- Travelling (expect for on-site travelling for the full-time site team) and accommodation (expect for the full-time site team).

- Typing of correspondence, payment certificates, variation orders, progress reports/ financial reports.
- All mediums of communications.
- Provisions of computer hardware and software.
- Printing and special printing requirements.

Above expenses by tenderer are deemed to be inclusive in their professional fees as they form part of the scope of works.

C2.1.8 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 in Gauteng or Site per month for the duration of the contract)

C2.1.9 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.

C2.1.10 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.

C2.1.11 Consultant Fees will only be adjusted upon the decrease of the construction value by 5% or the increase in the construction value by more than 10%. The adjustment of the fees will take place at the following intervals:

- a. Upon receipt of the Investment Decision with the Approval of the ECSA Stage 3 Report.
- b. In the event of termination of the contact.
- c. Upon the appointment of the contractor/s and deviation of the construction value.

C2.1.11 Retention of monies shall be 10% of the total price for completed works upto a maximum of R150 000 (excluding VAT). Such retention monies shall be released by the Employer as follows:

- a. 60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.
- b. 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.

## C2.2 Pricing Schedule

### Remuneration for Professional Services

The Tenderer is expected to provide a team of Representatives who are suitably qualified and competent to carry out the duties as outlined in the Scope of work, Part C3.

*N.B Refer to Excel file for the pricing schedule. Pricing to be done using the excel file.*

*Note to tenderer: How to use the pricing schedule*

- *Only Populate yellow cells.*
- *Use the item numbers to reference with the scope of works (Part C3) for each item.*

## C2.3 Summary of Pricing Schedule

*N.B Refer to Excel file for the summary of the pricing schedule. The summation of the pricing will be done automatically.*

*Use the final amount as the offer under the form of offer.*

Refer to EXCEL file

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## **PART C3: SCOPE OF WORKS**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

**PROJECT No: 4429**

**MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE  
RUNWAY AND TAXIWAY REHABILITATION AT CHIEF DAWID STUURMAN  
INTERNATIONAL AIRPORT**

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| <b>Contents:</b>   | <b>No of<br/>pages</b> |
|--|------------------------|
| C3.1 Description of Services                                   | [•]                    |
| C3.2 Specification and Description of the<br>Services          | [•]                    |
| C3.3 Constraint on how the Consultant provides<br>the services | [•]                    |

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### **C3 Scope of Works**

#### **C3.1 Description of the services**

##### **C3.1.1 Executive overview**

The project is located at Chief Dawid Stuurman International Airport. The envisaged scope of works entails the following:

##### **Rehabilitation of runway 08/26:**

- Mill and replace of the main runway.
- Provision/repairs of drainage around the runway if necessary.
- Repainting of the runway.
- Ensuring that the RESA (Runway End Safety Area) is in compliance with the regulations.

##### **Rehabilitation of taxiways (Alpha, Bravo, Echo and Charlie):**

- Mill and replace of the taxiways.
- Drainage repairs or the provision of new drains around the taxiways, if necessary,
- Repainting of the taxiways.

##### **General aviation (GA) pavements**

- Rehabilitation of the general aviation pavements. This may require the mill and replace of the surfacing and reworking of the base layer.
- Provision/repairs of drainage around the GA if necessary.
- Painting of the GA.

##### **Other**

- Assess and design the runway and taxiway lighting (ensure it compliance). All other auxiliary (i.e. electrical) services will have to be assessed for compliance.

##### **Exclusions**

- Apron slabs
- Runway 17/35

##### **C3.1.2 Objectives**

The services of the Service Provider are to perform the following tasks:

- Conduct an in-depth study (in terms of visual assessments, pavement surveillance measurements and laboratory testing of materials etc.) of the current pavement conditions in order to propose remedial measures.
- Propose remedial works that increases the pavement lifespan by approximately 10-15 years.
- Assess the adequacy of stormwater drainage and propose remedial measures.
- Investigate and assess the existing electrical equipment and RESA to ensure compliance with SACAA and ICAO requirements and standards.



- Propose line marking requirements and design which are compliant.
- Prepare a detailed cost breakdown for the project, an indicative construction program.
- Assist in the preparation of the Contractors procurement documents together with the schedule of quantities, technical specifications, and drawings.
- Contract administration and full-time site supervision.
- Provision of construction drawings.

The implementation of this project will follow the ECSA stages as shown below:

- Stage 1: Inception
- Stage 2: Preliminary Design
- Stage 3: Detailed Design
- Stage 4: Documentation and Procurement
- Stage 5: Contract Administration
- Stage 6: Close out

The first phase of the appointment is for the professional team to provide services until ECSA Stage 3. It is at this important junction that ACSA via the Executive Sponsor will receive the investment decision for the project. The receipt thereof (and notification to commence) will trigger the second phase. The second phase being for the professional team to commence with ECSA Stage 4: Tender preparation, procurement of the construction team and to monitor and manage the construction team until project close-out. This implies that upon completion of Stage 3, the contract automatically suspends pending an investment decision by the Employer. Construction monitoring level 3 for the rehabilitation project at Chief Dawid Stuurman Airport as per the Guidelines for scope of services and Tariff of Fees Guideline in respect of services rendered by persons registered in terms of the South African Council for the Engineering Profession Act (46/2000) is required.

### **C3.1.2 Interpretation and terminology**

#### **Abbreviation Meaning**

|             |   |
|-------------|---|
| ECSA        | Engineering Council of South Africa                                       |
| SACPCMP     | South African Council for Project and Construction Management Professions |
| SACQSP      | South African Council for the Quantity Surveying Profession               |
| Pr Eng      | Professional Engineer   |
| Pr Tech Eng | Professional Engineering Technologist                                     |
| Pr CHSA     | Professional Construction Health and Safety Agent                         |
| Pr QS       | Professional Quantity Surveyor  |

### **C3.2 Specification and description of the services**

The Scope of Services are the services listed as normal services set out in clause 3.2 (namely Stages 1 to 6) of the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 2000, Act 46 of 2000 as amended in Government Gazette No. 44333, 26 March

2021. The pricing schedule will be based on time-based rates (Monthly rates for key persons, *refer to the pricing schedule*) for the supervision of staff and an activity schedule (i.e. NEC PSC Option G). *Tariff guidelines for other disciplines must be derived from the relevant council gazetted documents for reequipments under each stage and fees.*

### **C3.2.1 Stage 1: Inception**

*(Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.)*

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly.
10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables typically include:

- Agreed scope of services and scope of work .
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related timeframes.

### **C3.2.2 Stage 2 Preliminary design (Concept and Viability)**

*(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.)*

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Co-ordinate design interfaces with other consultants involved.
10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables include:

- Concept design
- Schedule of required surveys, tests and other investigations and related reports
- Process design
- Preliminary design
- Cost estimates as required.

### **C3.2.3 Stage 3 Detailed design (Design Development)**

*(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.)*

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.

4. Incorporate other consultant's designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Liaise and co-operate with and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.

#### **C3.2.4 Stage 4 Documentation and procurement**

*(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)*

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
5. Formulate the procurement strategy for contractors or assist the principal consultant, where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
9. Liaise and co-operate with and provide necessary information to the principal consultant and the other consultants as required.
10. Assist in the evaluation of tenders.

11. Assist with the preparation of contract documentation for signature.
12. Assess samples and products for compliance and design intent.

Typical deliverables include:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Tender evaluation report.
- Tender recommendations
- Priced contract documentation

### **C3.2.5 Stage 5 Contract Administration and Inspection**

*(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and co-ordination of procedures and documentation to facilitate practical completion of the works.)*

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for client decision-making.
6. Attend regular site, technical and progress meetings.
7. Inspect works for conformity to contract documentation.
8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractors.
10. Assist in the resolution of contractual claims by the contractor.

11. Establish and maintain a financial control system.
12. Clarify details and descriptions during construction as required.
13. Prepare valuations for payment certificates to be issued by the principal agent.
14. Witness and review of all tests and mock-ups carried out both on and off site.
15. Check and approve contractor drawings for design intent.
16. Update and issue drawings register.
17. Issue contract instructions as and when required.
18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
19. Inspect the works and issue practical completion and defects lists.
20. Arrange for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables include:

- Schedules of predicted cash flow
- Construction documentation
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final accounts
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

### **C3.2.6 Stage 6 Close Out**

*(Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.)*

1. Inspect and verify the rectification of defects.

2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Typical deliverables include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts.

### **Measurement and Payment (for C3.2.1 to C3.2.6)**

This will be based on the construction estimate per discipline in accordance with the regulatory body fee scales. Adjustments on the fee will be conducted to the discretion of the Employer based on the percentage tendered. **Insert a percentage linked to construction estimate and split into the six (6) ECSA stages.**

### **C3.2.7 Additional services**

The additional services in accordance with the ECSA guidelines includes the following:

- i. Making arrangements for way leaves, servitudes or expropriations.
- ii. Negotiating and arranging for the provision or diversion of services not forming part of the works.
- iii. Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay or other causes beyond the consulting engineer's control.
- iv. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
- v. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- vi. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- vii. Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.
- viii. Advance ordering or reservation of materials and obtaining licences and permits.
- ix. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his or her completed designs and/or any other documentation and/or

change the scope of his or her services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.

### Measurement and Payment

| Item  | Unit            |
|---|-----------------|
| 3.2.7 Additional Services                   |                 |
| a) Surveying, Sampling, Testing & Reporting | Prime Cost (PC) |
| b) Handling Cost i.r.t. 3.2.7 a)            | Percentage (%)  |

The cost under sub item 3.2.7(a) shall only be applicable where such a service is carried out under the Prime Cost (PC) sum and this will be for all envisaged survey work, sampling, testing and reporting on results obtained. The Service Provider shall identify the type and estimated quantity of tests required and shall compile quotation document in accordance with the Employer's standard requirements/policy for the purpose of procuring the relevant service.

The percentage tendered under pay item 3.2.7(b) is a percentage of the amount actually spent under payment item 3.2.7(a) and shall include full compensation for all costs of the Service Provider as specified. For payment under a PC Sum the percentage handling fee tendered in the Pricing Schedule shall include for all the Service Provider's costs associated with:

- planning and compiling a schedule of all envisaged work
- production of a document(s) (quotation/tender etc) for procurement purposes (including printing etc)
- calling for quotations/tenders
- evaluation of quotations/tenders received and recommendations to the Employer.
- handling fees
- profit

No additional payments related to services under 3.2.7a) will be made.

Procurement of such services 3.2.7a) shall be in accordance with Clause C3.3.10.

### C3.2.8 Construction Monitoring

#### Level 3:

The construction monitoring staff must:

- (i) maintain a fulltime presence on site to constantly review samples of materials and work procedures (and/or construction materials) for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate
- (ii) assist with the preparation of as-built records and drawings to the extent required in the agreement with the client



(iii) where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client

(iv) be available to provide the contractor with technical interpretation of the plans and specifications.

### Measurement and Payment

| Item                            | Unit           |
|---------------------------------|----------------|
| 3.2.7 Additional Services       |                |
| a) Site supervision staff       |                |
| i) Resident Engineer            | month          |
| ii) Assistant Resident Engineer | month          |
| iii) Project Liaison Officer    | Prov. Sum (PS) |
| b) Disbursements                | Prov. Sum (PS) |

Payment under item 3.2.7a) (i & ii) shall be a monthly rate. The amount tendered shall include for all administrative costs and handling fees for all site staff required as per clause C3.3.2.

Payment under item 3.2.7a)iii) shall be made through approval of the Employer with no handling fees as this is expected to be covered under the lump sum for stage 5. Payment under item 3.2.7b) shall be made through approval of the Employer and approval is to the discretion of the Employer. This item cover costs related to the administration of the contract (stage 5) for the site supervision staff.

### C3.3 Constraints on how the Consultant provides the services

#### C3.3.1 Management Meetings

Attendance is required for regular meetings, including (but not limited to) progress, design, cost review, risk review, project board and project management meetings which will be scheduled during the life of the projects appointed for.

All reports relevant to the projects, including but not limited to the design reports, monthly progress reports, ad-hoc reports and close out report will be submitted on set project calendar dates or as and when required by the Employer.

It is envisaged that during the Project Implantation the following meetings and attendance (but not limited to) will be required:

- Management Meetings: During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the service provider may be expected to attend fortnightly Project Board management meetings and progress meetings with the Employer.
- Project Board Meetings
- Design Development Meetings

- The service provider shall be required to attend design development and technical review meetings with the design team and designated representatives of the Employer. These meetings will be structured to gain final approval of the Employer for all design aspects of this work.
- Site/Technical Meetings
- During the Contract Administration and Inspection stage of this project, the service provider shall attend all site meetings with the Employer and contractor present.
- Ad-hoc Meetings: The service provide will be expected to attend ad hoc meetings from time to time, with the Employer, Stakeholder Groups, and other relevant Stakeholders to address specific issues as and when the need arises.
- General: The service provider shall be represented at all meetings by the lead-built environment professional or a senior member of staff (with the approval of the ACSA PM).

Such meetings may be held fortnightly or at other intervals as required by the Employer. The Service Provider records these meetings and issues detailed minutes within 1 week. The Service Provider also have to attend informal weekly meetings on Site as required by the Employer and/or the Contractor which all the key persons must avail themselves. On average about four (4) meetings are foreseen per month.

### C3.3.2 Consultants Key persons

The minimum registration and requirements for the service provider personnel shall be as indicated on the table below.

#### Minimum Requirements of key persons

| Key persons/ Position          | Minimum Registration   | Minimum Relevant Experience   |
|--------------------------------|--|---|
| Project Manager                | Pr Eng/ Pr Tech Eng <sup>1</sup> or<br>Pr CPM <sup>2</sup>                           | Refer to RFP document.  |
| Pavement Engineer              | Pr Eng/ Pr Tech Eng <sup>1</sup>   |   |
| Electrical Engineer            | Pr Eng/ Pr Tech Eng <sup>1</sup>   |   |
| Quantity Surveyor              | Pr QS <sup>3</sup>   |   |
| Construction Health and Safety | Pr CHSA <sup>4</sup>   |   |
| Resident Engineer <sup>5</sup> | Pr Eng/ Pr Tech Eng <sup>1</sup>   | Minimum of three (3) projects completed as RE above R50m construction value each post registration. |
| Assistant Resident Engineer    | Candidate Engineer/<br>Engineering Technologist <sup>1</sup>                         | N/A   |
| Project Liaison Officer        | <i>Requirements to be confirmed at Stage 5 based on market analysis of the area.</i> |   |

<sup>1</sup> Registered with the Engineering Council of South Africa (ECSA) or any other international body recognised by ECSA, i.e. under the Washington Accord, Dublin Accord and Sydney Accord. As either a Professional Engineer (Pr Eng) or a Professional Engineering Technologist (Pr Tech Eng).

- 2 Registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr CPM).
- 3 Registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Health and Safety Agent (Pr CHSA).
- 4 Registered with the South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor (Pr QS).
- 5 The Resident Engineer meeting the requirements as per the table above will have to be proposed during Stage 4, prior to concluding the stage.

The Service Provider must promptly inform the Employer in writing of any revision or alteration or replacement of key personnel, subject to core clause 22.1 of this contract. Should it become necessary to replace any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfies the minimum requirements and then only with the written approval of the Employer.

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

The Service Provider shall be required to provide a team on site to monitor and administer the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice. Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff, however, shall be subject to the approval of the Employer. For the envisaged scope of the Works, the supervisory team will consist of at least the following:

- i. Resident Engineer
- ii. Assistant Resident Engineer
- iii. Project Liaison Officer

### **C3.3.3 Documentation control and retention of documents**

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

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

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

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

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

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

All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline. The retention of project documentation will have to follow the requirements as per the regulatory registration bodies in conjunction with the information stated in the agreement and contract data.

#### **C3.3.4 Invoicing and payment**

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

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

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

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

### C3.3.5 Programme

The programme is submitted in Microsoft Project. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer. The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.

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

Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined. Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.

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

- Dates for issue and acceptance of drawings.
- Dates for submission of all documents to internal and external stakeholders.

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

The Service Provider shall programme its duties in such a manner so as to complete the various stages/phases of the total project within the milestone dates specified below, as per the Employer's programme of milestones:

| Task                                | Start      | End        |
|-------------------------------------|------------|------------|
| Stage 1 Report (Inception)          | 2024/06/04 | 2024/08/16 |
| Stage 2 Report (Prelim)             | 2024/08/16 | 2024/10/22 |
| Stage 3 Report (Detailed)           | 2024/10/22 | 2025/01/22 |
| Stage 4 Documentation & Procurement | 2025/02/07 | 2025/07/01 |
| Stage 5 Construction Administration | 2025/09/01 | 2026/09/01 |
| Stage 6 Close out & hand over       | 2026/09/01 | 2026/09/30 |

### **C3.3.6 Quality Control and Assurance**

The Consultant must manage the project in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports and site administration. Consultants must be ISO 9001 compliant or have an equivalent in house quality management system to assure that Services comply with the Scope.

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

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

### **C3.3.7 Compliance with Laws**

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

### **C3.3.8 Compliance with Codes, Manuals & Standards**

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

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines. Some of the standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- ICAO, International Civil Aviation Organisation standards
- COTO Standard Specification for Road and Bridge Works for South African Authorities, 2020
- General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition, 2015
- Current industry best practice

### **C3.3.9 Health and Safety**

The Service Provider shall execute the duties of the Employer, as his appointed agent at all times, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993). The Consultant shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall

also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have “in-house” capacity to undertake such duties, an external recognized specialist shall be appointed. This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent as per C3.3.2.

The following is a list of Baseline Risk Assessment and project specific health and safety specifications prepared by the Client in terms of Construction Regulation 5(1)(a) and 5(1)(f).

- i. Baseline Risk Assessment for Design Phase
  - Excavation – locating existing underground services, digging test pits
  - Manual handling – setting up surveying equipment
  - Ergonomic risks
  - High & Low voltage power lines – overhead & underground
  - Exposure to noise
  - Working in close proximity to traffic
  - Working with hot materials
  - Hazardous Chemical Substances
  - Flammable Materials
  - Biological risks e.g. bees, snakes, spiders, etc.
  - Hazardous Biological Agents
  - Environmental risks
    - Bad weather conditions (rain, lightning, wind)
    - poor visibility
    - heat exposure – dehydration
    - cold environment
  
- ii. Baseline Risk Assessment for Supervision Phase
  - Site establishment including:
    - Office(s)
    - Secure/safe storage for materials, plant and equipment
    - Ablutions
    - Sheltered eating area
    - Maintenance workshop
    - Vehicle access to the site
    - Temporary fuel storage, where applicable
  - Location of existing services, e.g. gas, telecommunications, electrical supply and similar
  - Installation and maintenance of temporary construction electrical supply, lighting and equipment
  - Adjacent land uses/surrounding property exposures
  - Exposure to a water environment
  - Exposure to noise
  - Exposure to vibration
  - Protection against dehydration and heat exhaustion
  - Protection from wet and cold conditions
  - Hazardous Biological Agents that could lead to epidemics and pandemics

The Service Provider shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phase and design in such a manner as to

mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasised and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor by means of the baseline risk assessment as outlined above and envisaged in Construction Regulations 5(1)(a); (b) and (c).

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled, meaning that the Service Provider has to include amongst its permanent monitoring staff at least one appropriately trained member. In addition, the Service Provider must conduct monthly internal audits to ensure the site personnel are adhering to the statutory requirements. This audit must be conducted by a registered Professional Construction Health and Safety Agent. Furthermore, the Service Provider must, in compliance with Section 24 of the Occupational Health and Safety Act (Act 85 of 1993) report immediately to the Employer's Health and Safety Officer and the relevant project manager the details of a Section 24 incident, including confirmation that the construction contractor has similarly reported the same incident directly to the Department of Labour.

The Service Provider shall on award of the contract become the Client's Agent in terms of Construction Regulation 5(5), (6) and (7) of the Occupational Health and Safety Act, (Act 85 of 1993). The duties and responsibilities as the Client's Agent are as prescribed in Construction Regulation 5(7).

### C3.3.10 Procurement

Any procurement will be conducted following ACSA's transformation framework and policy and procurement policy. This will be utilized to ensure transformation on the project. Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million and 90/10 for bids with the rand value above R50 million and the preferential point will be as per the table below:

| Category     | Specific Goals   | Minimum Target | Score |    |
|--------------|--|----------------|-------|----|
|              |  |                | 20    | 10 |
| Construction | 51% owned by Black male and Black women and Black youth and People living with disabilities  | 30%            | 20    | 10 |
|              | 51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved) |                | 15    | 8  |
|              | 51% owned by Black male or Black women or Black youth or People living with disabilities   |                | 10    | 6  |
|              | Less than 51% owned by Black male, Black women, Black youth, People living with disabilities   |                | 5     | 4  |
|              | Other  |                | 0     | 0  |

If feasible, the tender shall require a minimum target sub-contracting (particularly for tenders/bids above R30 million) of 30% as per the Table above, to advance designated groups as stipulated below:

- entity which is at least 51% owned by black people.



- entity which is at least 51% owned by black people who are youth.
- entity which is at least 51% owned by black people who are women.
- entity which is at least 51% owned by black people with disabilities.

*These requirements will be implemented subject to being the latest version of ACSA transformation framework or policy. The Service Provider must request the latest policy prior to any procurement processes being undertaken.*

These policy's must be read in conjunction with the following applicable legislation:

- Public Finance Management Act
- Preferential Procurement Policy Framework Act
- The Constitution of South Africa
- Broad-Based Black Economic Empowerment Act

#### **C3.3.11 Order of Services**

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

#### **C3.3.12 Methods of Working**

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

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

Notwithstanding any omission from the Scope, the Services are performed and completed with skill and care expected of professionals in their respective disciplines.

#### **C3.3.13 Change Control**

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

#### **C3.3.14 Notice Boards**

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

### **C3.3.15 Document Submissions**

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

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

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

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

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

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

### **C3.3.16 Time Required for Acceptance of Designs & Calculations by the Employer**

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

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

### **C3.3.17 Reports on Disputed Work**

For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval

of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.

### **C3.3.18 Additional Reports**

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

### **C3.3.19 Working on the Employers property**

It is the sole discretion of ACSA to adjust the quantity of work and amend, remove or add work as deemed necessary throughout the period of the appointment. The works are therefore not guaranteed and the appointment is a non-exclusive appointment. The works related to this bid is restricted to airside work only and only individuals with appropriate knowledge and experience should be allowed to conduct the specified works. The reasons are to avoid misconduct, failure, substandard work and associated consequences which could adversely impede on the airside operations and associated safety at the ACSA airports.

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operations of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme. This work will be on the Airside area of the airport and the normal operations must be able to continue for the duration of the contract.

Please also refer to Volume 5: Special Requirements for working at an Operational Airport.

### **C3.3.20 Provision of bonds and guarantees**

Refer to C1.2 Contract data and C1.5.

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## **PART C4: SITE INFORMATION**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED****CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT****PROJECT No: 4429****MULTI-DISCIPLINARY BUILT ENVIRONMENT PROFESSIONAL TEAM FOR THE  
RUNWAY AND TAXIWAY REHABILITATION AT CHIEF DAWID STUURMAN  
INTERNATIONAL AIRPORT**

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| <b>Contents:</b>                               | <b>No of<br/>pages</b> |
|--|------------------------|
| C4.1 Location of the Project                   | [●]                    |
| C4.2 Description of the project                | [●]                    |
| C4.3 Traffic Information                       | [●]                    |
| C4.4 Runway Pavement Strength (PCN)            | [●]                    |
| C4.5 Road Furniture                            | [●]                    |
| C4.6 Special Conditions of Operational Airport | [●]                    |
| C4.7 Pricing and Payment                       | [●]                    |

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## C4: Site Information

### C4.1 Location of the Project

The project is located at Chief Dawid Stuurman International Airport in the province of the Eastern Cape in city of Gqeberha (i.e. Nelson Mandela Bay Metropolitan Municipality). The Airport is located approximately 3.2 km's South of the City's central business district. The project entails the rehabilitation of the runway, taxiway and general aviation area of the Chief Dawid Stuurman International Airport as shown on the Figure below.



### C4.2 Description of the project

Chief Dawid Stuurman International Airport (IATA: PLZ; ICAO: FAPE) is one of the 9 ACSA owned network of Airports. The Airport has 2 runways installed with respective directions (i.e. perpendicular) and lengths of Runway 08/26, 2160 m and Runway 17/35, 1 677 m. The taxiway length is 3 000 m with a combination of Alpha taxiway, Bravo, Echo and 4 holding points. The surface of the runways and taxiways is made of asphalt.

The main runway (08/26) is due for rehabilitation, the condition of the runway as well as the taxiways has since deteriorated over the span of 15 years in service since the last rehabilitation (i.e. conducted in 2008). The works will be conducted on airside requiring hands on management of the construction works considering the operational movement of aircraft and airside traffic, safety and security.

The envisaged scope of works entails the following:

**Rehabilitation of runway 08/26:**

- Mill and replace of the main runway.
- Provision/repairs of drainage around the runway if necessary.
- Repainting of the runway.
- Ensuring that the RESA (Runway End Safety Area) is in compliance with the regulations.

**Rehabilitation of taxiways (Alpha, Bravo, Echo and Charlie):**

- Mill and replace of the taxiways.
- Drainage repairs or the provision of new drains around the taxiways if necessary,
- Repainting of the taxiways.

**General aviation (GA) pavements**

- Rehabilitation of the general aviation pavements. This may require the mill and replace of the surfacing and reworking of the base layer.
- Provision/repairs of drainage around the GA if necessary.
- Painting of the GA.

**Other**

- Assess and design the runway and taxiway lighting (ensure it compliance). All other auxiliary (i.e. electrical) services will have to be assessed for compliance.

**Exclusions**

- Apron slabs
- Runway 17/35

**C4.3 Traffic Information**

In 2019 the Airport served 1,735,654 passengers and from June 2022 – June 2023 the Airport has serviced 1,208,485 passengers. The landing (Air Traffic movements) range between 5860 – 6215 per annum for the Airport. This number excludes the cargo as well as General aviation.

**C4.4 Runway Pavement Strength (PCN)**

The current Pavement Classification number for runway 08/26 is PCN 82 as tested using a falling weight deflectometer. The intention is to improve this value pending a cost benefit analysis and the impact of changing the Surface strength. The table below shows the deflectometer results which were conducted in February 2022.

**Table 4. Average PCN value for PLZ air side elements**

| Element              | Average PCN | PCN/ACN for B737-800 | PCN/ACN for B747-400 | Technical PCN | Up to 2021 Published PCN rating |
|----------------------|-------------|----------------------|----------------------|---------------|---------------------------------|
| RWY 08-26            | 82          | 82/51=1.61           | 82/82>1              | 82/F/B/ X/T   | 50/F/B/X/T                      |
| RWY17-35             | 53          | 53/51=0.1.04         | 53/82=0.65           | 53/F/B/ X/T   | 50/F/B/X/T                      |
| Apron Alpha Concrete | 33          | 33/51=0.65           | 33/82=0.4            | 33/R/B/W/T    | Not determined previously       |
| TWY Alpha            | 82          | 82/51=1.61           | 82/82>1              | 82/F/B/ X/T   |                                 |
| TWY Bravo            | 82          | 82/51=1.61           | 82/82>1              | 82/F/B/ X/T   |                                 |
| TWY Charlie          | 66          | 66/51=1.29           | 66/82=0.81           | 66/F/B/ X/T   |                                 |
| TWY Echo             | 53          | 53/51=0.1.04         | 53/82=0.65           | 53/F/B/ X/T   |                                 |
| Link TWY A1          | 82          | 82/51=1.61           | 82/82>1              | 82/F/B/ X/T   |                                 |
| Link TWY A2          | 70          | 70/51=1.37           | 70/82=0.85           | 70/F/B/ X/T   |                                 |
| Link TWY A3          | 29          | 29/51=0.57           | 29/81=0.35           | 29/F/B/ X/T   |                                 |
| Link TWY A4          | 60          | 60/51=1.17           | 60/82=0.73           | 60/F/B/ X/T   |                                 |

#### C4.5 Road Furniture

The existing road furniture is generally in a good to fair condition, with some not in compliance with regulatory requirements.

| DESCRIPTION                     | CURRENT                          | ENVISAGED  |
|---------------------------------|----------------------------------|--|
| RESA                            | Existing (SACAA finding)         | Require modification to be in compliance awaiting further tests/investigation to confirm |
| Drainage                        | Existing (Provisions Inadequate) | Require modification awaiting further investigation/assessment to confirm                |
| Road Markings                   | Existing                         | To be designed for new surfacing   |
| Lighting & Electrical equipment | Existing                         | To be replaced on new surfacing  |

#### C4.6 Special Conditions of Operational Airport

The Consultant is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control. (Volume 5).

##### C4.6.1 Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the "gate permit" from the Project Manager before material and equipment are brought and removed from the airside.



- The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

**C4.6.2 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 on the airside           | ACSA Safety   |
| Low/Medium Voltage Permit to Work | For all work on substations, distribution boards and cables | ACSA Electrical Maintenance   |

- 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.

**C4.6.3 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.

#### **C4.6.4 Hidden and other services within site**

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

#### **C4.7 Pricing and Payment**

The Service Provider when pricing the fee he intends to receive for the provision of the services should take account of the relevant regulatory body fee scale guidelines.

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## **PART C5: ANNEXURES**

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**Annex A: POPIA****CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_