



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: REHABILITATION OF AIRSIDE PAVEMENTS AT ORTIA, 6650**

**TITLE OF PROJECT: PROVISION OF PROJECT MANAGEMENT PROFESSIONAL SERVICES FOR THE REHABILITATION OF AIRSIDE PAVEMENTS AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 30 MONTHS.**

**PROJECT MANAGEMENT SERVICES**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and .....

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

for **The provision of project management professional services for the rehabilitation of airside pavements at OR Tambo International Airport for a period of 30 months.**

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## Part C1: Agreements and Contract Data

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

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **The provision of project management professional services for the rehabilitation of airside pavements at OR Tambo International Airport for a period of 30 months.**

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

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

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

(in words).....  
Rands;

(in figures) R.....

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

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

Signature(s)

Name(s)

Capacity



**For the  
Bidder:**

|                                   |                                                      |      |
|-----------------------------------|------------------------------------------------------|------|
| Name &<br>signature of<br>witness | <i>(Insert name and address of<br/>organisation)</i> | Date |
|-----------------------------------|------------------------------------------------------|------|

## ACCEPTANCE

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

The terms of the contract, are contained in: Z

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) \_\_\_\_\_



Name(s)

Capacity

for the  
EmployerName &  
signature of  
witness(Insert name and address of  
organisation)

Date

**Schedule of Deviations**

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

**For the Employer****For the Bidder**

Signature (s)



|                             |                                                                                                                              |                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Name (s)                    |                                                                                                                              |                                                  |
| Capacity                    |                                                                                                                              |                                                  |
| Name and Address            | <b>Airports Company South Africa<br/>SOC Limited</b><br>OR Tambo International Airport<br>Private Bag X1, Kempton Park, 1627 |                                                  |
| Name & Signature of witness | <i>(Insert name and address of organisation)</i>                                                                             | <i>(Insert name and address of organisation)</i> |
| Date                        |                                                                                                                              |                                                  |



## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

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

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Professional Services Contract which requires it.

| Clause   | Statement                                                                              | Data                                                                                                                                                                       |
|----------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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>A: Priced contract with activity schedule</b>                                                                                                                           |
|          | Dispute resolution Option                                                              | <b>W1: Dispute resolution procedure</b>                                                                                                                                    |
|          | Secondary Options (incorporating amendments)                                           | <b>X7: Delay damages</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> |
|          |                                                                                        | <b>Z: Additional conditions of contract</b><br>of the NEC3 Professional Service Contract, April 2013                                                                       |

|          |                                           |                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Employer</i> is (Name)             | Airports Company South Africa SOC Limited,<br>O.R. Tambo International Airport                                                                                                                                                                                                                                                                                                            |
|          | Address                                   | Airports Company South Africa SOC Limited<br><br>O.R. Tambo International Airport<br>Private Bag X1, Kempton Park<br>1627                                                                                                                                                                                                                                                                 |
|          | Telephone                                 |                                                                                                                                                                                                                                                                                                                                                                                           |
|          | Fax                                       | +27 11 921 6911<br>+27 11 390 1012                                                                                                                                                                                                                                                                                                                                                        |
| 11.2(9)  | The services are                          | The provision of project management professional services for the rehabilitation of airside pavements at OR Tambo International Airport for a period of 30 months.                                                                                                                                                                                                                        |
| 11.2(10) |                                           | the following matters will be included in the Risk Register <ul style="list-style-type: none"> <li>• Availability of as-built information</li> <li>• Access to site and working hours</li> <li>• Site constraints and constructability</li> <li>• Statutory requirements and approvals</li> <li>• Deviations from programme and cashflow</li> <li>• Accuracy of cost estimates</li> </ul> |
| 11.2(11) | The Scope is in                           | the document called Part C3: Scope of Work                                                                                                                                                                                                                                                                                                                                                |
| 12.2     | The law of the contract is                | the law of the Republic of South Africa                                                                                                                                                                                                                                                                                                                                                   |
| 13.1     | The language of this contract is          | English                                                                                                                                                                                                                                                                                                                                                                                   |
| 13.3     | The period of reply is                    | Seven (7) days                                                                                                                                                                                                                                                                                                                                                                            |
| 13.6     | The period of retention is                | 5 years following Completion or earlier termination of a contract                                                                                                                                                                                                                                                                                                                         |
| <b>2</b> | <b>The Parties' main responsibilities</b> |                                                                                                                                                                                                                                                                                                                                                                                           |

|         |                                                                                                                                                                                                                                                                                                            |                                                                            |                                                                          |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 20.1    | The <i>Employer</i> provides access to the following persons, places and things                                                                                                                                                                                                                            |                                                                            |                                                                          |
|         | <b>Access to</b>                                                                                                                                                                                                                                                                                           | <b>Access date</b>                                                         |                                                                          |
| 1       | As-built information and service layouts if available                                                                                                                                                                                                                                                      | Upon contract award                                                        |                                                                          |
| 2       | All relevant area in the airport                                                                                                                                                                                                                                                                           | Upon contract award                                                        |                                                                          |
| 3       | Traffic forecast data if available                                                                                                                                                                                                                                                                         | Upon contract award                                                        |                                                                          |
| 3       | Time                                                                                                                                                                                                                                                                                                       |                                                                            |                                                                          |
| 31.2    | The <i>starting date</i> is                                                                                                                                                                                                                                                                                | Upon signing of contract by ACSA                                           |                                                                          |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is:                                                                                                                                                                                                                                        | 3 years upon signing of contract                                           |                                                                          |
| 31.1    | The <i>Consultant</i> is to submit a first programme for acceptance:                                                                                                                                                                                                                                       | within two (2) weeks of the                                                | Contract Date.                                                           |
| 32.2    | The <i>Consultant</i> submits revised programmes at intervals no longer than:                                                                                                                                                                                                                              | Four (4) weeks.                                                            |                                                                          |
| 4       | Quality                                                                                                                                                                                                                                                                                                    |                                                                            |                                                                          |
| 40.2    | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.                                                                                                                                                                                                            |                                                                            |                                                                          |
| 41.2    | The <i>defects date</i> is                                                                                                                                                                                                                                                                                 | 52 weeks after Completion of the whole of the <i>services</i>              |                                                                          |
| 43.2    | The <i>defects correction period</i> is                                                                                                                                                                                                                                                                    | Two (2) weeks                                                              |                                                                          |
| 5       | Payment                                                                                                                                                                                                                                                                                                    |                                                                            |                                                                          |
| 50.1    | The <i>assessment interval</i> is                                                                                                                                                                                                                                                                          | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month |                                                                          |
| 51.1    | The period within which payment is made is                                                                                                                                                                                                                                                                 | Four to six (4-6) weeks after the receipt of the tax invoice               |                                                                          |
| 51.2    | The <i>currency of this contract</i> is the                                                                                                                                                                                                                                                                | South African Rand                                                         |                                                                          |
| 51.5    | The <i>interest rate</i> is One (1) % above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by Bank for amounts due in Rands; and the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies. |                                                                            |                                                                          |
| 6       | Compensation events                                                                                                                                                                                                                                                                                        |                                                                            | 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 conditions of contract                                                                                                                                                                                                                                       |
| <b>8</b>  | <b>Indemnity, insurance, and liability</b>                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                       |
| 81.1      | The <i>Consultant</i> provides the insurance stated in                                                                                                                                                                                 | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <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>                                                                                                                                                                                                                     | No data required for this section of the conditions of contract                                                                                                                                                                                                                                       |
| <b>10</b> | <b>Data for Main Option Clauses</b>                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                       |
| <b>A</b>  | Priced contract with activity schedule                                                                                                                                                                                                 | Activity schedule is included Part C2 section of this contract                                                                                                                                                                                                                                        |
| <b>11</b> | <b>Data for Dispute Resolution Option W1</b>                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                       |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                                                                                              | The Adjudicator is the person selected by the Party intending to refer the dispute, from the <b>Panel of Adjudicators</b> listed in <b>Annexure C</b> of this Contract Data.                                                                                                                          |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is                                                                                                                                                                                              | the Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.                                                                                                                                                                                                               |
| W1.4(2)   | The <i>tribunal</i> is                                                                                                                                                                                                                 | <b>Arbitration</b>                                                                                                                                                                                                                                                                                    |
| W1.4(5)   | If the <i>tribunal</i> is arbitration, the arbitration procedure is:                                                                                                                                                                   | The arbitration procedure is as set out in the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.                                                                                                           |
| 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                                                   | <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the arbitration procedure does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)</li> </ul> |
| <b>12</b>  | <b>Data for Secondary Option Clauses</b>                                                                   |                                                                                                                                                                                                                                                                                                                   |
| <b>X7</b>  | <b>Delay Damages</b>                                                                                       |                                                                                                                                                                                                                                                                                                                   |
| X7.1       | Delay damages of the whole of the services are                                                             | Amount per week is 1% up to a maximum of 10% total value of the Professional fees                                                                                                                                                                                                                                 |
| <b>X10</b> | <b>The <i>Employer's Agent</i></b>                                                                         |                                                                                                                                                                                                                                                                                                                   |
| X10.1      | The <i>Employer's Agent</i> is                                                                             | <p>Name:</p> <p>Address: O.R. Tambo International Airport<br/>Private Bag X1<br/>Kempton Park<br/>1627</p> <p>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</p>                                                         |
| <b>X11</b> | <b>Termination by <i>Employer</i></b>                                                                      |                                                                                                                                                                                                                                                                                                                   |
| X11.1      | The Employer may                                                                                           | Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i>                                                                                                                                                                  |
| <b>X13</b> | <b>Performance Bond</b>                                                                                    |                                                                                                                                                                                                                                                                                                                   |
| X13.1      | The performance bond percentage is:                                                                        | 10% of the total of the Prices.                                                                                                                                                                                                                                                                                   |
| <b>X18</b> | <b>Limitation of Liability</b>                                                                             |                                                                                                                                                                                                                                                                                                                   |
| X18.1      | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | The Total of the Incurred loss and/or damages caused to the property.                                                                                                                                                                                                                                             |

|       |                                                                                                                                                                              |                                                                                                                                                                                 |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X18.2 | For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                           | The Total of the Incurred loss and/or damages caused to the property.                                                                                                           |
| X18.3 | The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to                   | The Total of the Incurred loss and/or damages caused to the property.                                                                                                           |
| X18.4 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Total of the Incurred loss and/or damages caused to the property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |
| X18.5 | The <i>end of liability</i> date is                                                                                                                                          | 52 weeks after Completion of the whole of the services.                                                                                                                         |

## **Z ADDITIONAL CONDITIONS OF CONTRACT**

The *additional conditions of contract* are

**Z1 to Z29, as applicable.**

### **AMENDMENTS TO THE CORE CLAUSES**

|           |                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z1</b> | <b>Interpretation of the law</b>                                                                                                                                                                                                                                                                                                                |
| Z1.1      | <b>Add the following at the end of core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or the <i>Adjudicator</i> 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. |
| <b>Z2</b> | <b>Add the following at the end of core clause 12:</b>                                                                                                                                                                                                                                                                                          |
| Z2.1      | In this contract:                                                                                                                                                                                                                                                                                                                               |
| Z2.1.1    | references to any Party to the Contract include its successors or permitted assigns;                                                                                                                                                                                                                                                            |
| Z2.1.2    | references to the <i>Consultant</i> include the obligations of its personnel;                                                                                                                                                                                                                                                                   |
| Z2.1.3    | the references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;                                                                               |
| Z2.1.4    | references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;                                                                                                         |
| Z2.1.5    | references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;                                                                                                                              |
| Z2.1.6    | references to "month" shall be to a calendar month;                                                                                                                                                                                                                                                                                             |

- Z2.1.7 headings are for convenience only and will not be taken into consideration in the interpretation of the Contract;
- Z2.1.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;
- Z2.1.9 any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
- Z2.1.10 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- Z2.1.11 the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- Z2.1.12 the rule of construction that the Contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract shall not apply;
- Z2.1.13 words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z2.1.14 references to a "*subsidiary*" or a "*holding company*" shall be references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "*affiliate*" is any company that is under common control with such subsidiary or holding company;
- Z2.2 Time is of the essence in the performance of the parties' respective obligations.
- Z3 Early Warning: add the following at the end of core clause 16.2:**
- The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
- Z4 The *Consultant's* obligations: Delete core clause 21 and replace with the following:**
- Z4.1 The *Consultant* Provides the *Services* in accordance with the *Scope* and with due expedition and without delay.
- Z4.2 The *Consultant's* obligation is to use the skill, care and diligence that is required of a professional providing similar services. The *Consultants* observes and/or exercise the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced *Consultant* in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the *Services*.

Z4.3 The *Consultant* represents that he is, and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.

Z4.4 The *Consultant* warrants that he has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information provided to him as at the Contract Date.

## **Z5 Sub-consulting**

**Add the following as a new core clause 24.4:** “The *Consultant*, within five days of request by the *Employer*, provides proof to the *Employer* that the *Consultant's* payment obligations towards its sub-consultants have been discharged. Failure by the *Consultant* to provide such proof to the satisfaction of the *Employer* entitles the *Employer* to certify payment directly to any such sub-consultant and the *Consultant* has no recourse to recover such amounts from the *Employer*. Such direct payment does not create privity of contract between the *Employer* and such sub-consultant. The *Employer* may set-off such direct payment from the amounts due to the *Consultant*.”

## **Z6 Add the following as a new core clause 26: Procedure for acceptance of the Consultant's Design Documents**

Z6.1 If the *Consultant* assumes any design responsibility, then the *Consultant* submits the *Consultant's* Design Documents to the *Employer* for acceptance at the times and in the manner and format stated in the Scope. For the purposes of this clause, the “**Consultant's Design Documents**” are the drawings, design details and specifications of work, Plant and Materials prepared by the *Consultant* for the works.

Z6.2 The *Employer* returns each *Consultant's* Design Document to the *Consultant* marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the *Employer* marks a *Consultant's* Design Document 'B' or 'C', he states his reasons. A reason for not accepting a *Consultant's* Design Document is that it does not comply with:

Z6.2.1 the Scope;

Z6.2.2 any previous *Consultant's* Design Documents which the *Employer* has returned marked 'A', or the *Employer* has returned marked 'B' and the *Consultant* has amended to incorporate the *Employer's* comments;

Z6.2.3 the applicable laws and regulations; or

Z6.2.4 any other provision of this contract.

Z6.3 The *Employer* responds to the *Consultant* in accordance with clause Z6.2 above as soon as practicable. The *Consultant's* Design Documents shall not proceed to the next stage of the design process without the necessary response from the *Employer*, which response shall not be unreasonable delayed or withheld.

- Z6.4 Where a *Consultant's* Design Document is returned marked 'A', the *Consultant* proceeds with the relevant work in accordance with the *Consultant's* Design Document.
- Z6.5 Where a *Consultant's* Design Document is returned marked 'B', the *Consultant* amends the *Consultant's* Design Document to incorporate the *Employer's* comments and submits the *Consultant's* Design Document as so amended to the *Employer* for the *Employer's* acceptance. The *Employer* responds to the *Consultant's* amended Design Documents above as soon as practicable. The *Consultant's* shall not proceed with the relevant work in accordance with the amended *Consultant's* Design Documents until such amendments are accepted by the *Employer*, which acceptance shall not be unreasonable delayed or withheld.
- Z6.6 Where a *Consultant's* Design Document is returned marked 'C', the *Consultant*:
- Z6.6.1 amends the *Consultant's* Design Document to incorporate the *Employer's* comments,
- Z6.6.2 re-submits it to the *Employer* for acceptance; and
- Z6.6.3 does not proceed with the relevant work until the *Employer* has returned it marked 'A' or 'B' and, where it is marked 'B', has complied with clause Z6.5.
- Z6.7 If the *Consultant* disagrees with a comment of the *Employer* on a *Consultant's* Design Document marked 'B' or 'C', he notifies the *Employer* within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the Scope. The *Employer* replies within one week of receipt of the *Consultant's* notice either confirming or withdrawing his comment. A confirmation or withdrawal by the *Employer* is not an acceptance of the *Consultant's* opinion
- Z6.8 If the *Consultant* does not notify the *Employer* within one week that he disagrees with a comment of the *Employer*, compliance with the comment does not give rise to a change in the Scope.
- Z7 Extending the defects date: add the following as a new core clause 42:**
- Z7.1 If the *Employer* cannot use the work 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 work.
- Z7.2 The *Employer* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
- Z8 Assessing the amount due:**
- Delete the first sentence of core clause 50.2 and replace with the following:**  
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.
- Z9 Payment**

- Z9.1**      **Delete the first sentence of core clause 51.1 and replace with the following:**  
Each payment is made by the Employer within three 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.
- Z9.2**      **Add the following as a new core clause 51.6:**  
If the *Consultant* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.4 is then calculated from the delayed date by when payment is to be made.
- Z10**      **Compensation events: core clause 60.1(1) is amended to read as follows:**  
(1) The *Employer* gives an instruction to change the Scope, except
- a change to the Scope provided by the *Consultant* which is made either at his request or to comply with another part of the Services;
  - a change to the Scope arising from a decision at a risk reduction meeting where such a change is required as a result of the *Consultant's* fault or as a consequence of a risk carried by the *Consultant*.
- Z11**      **Notification of a compensation event: the last sentence of core clause 61.3 is amended to read as follows:**  
  
If the Consultant does not notify a compensation event within four weeks of the date on which the Consultant became aware of the event or ought to have become aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date and the Employer is absolved from all liability in connection with the event.
- Z12**      **Assessing compensation events: add the following at the end of core clause 63.4:**  
  
The Consultant shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects a critical path.
- Z13**      **Time periods for compensation events: add the following as a new clause 66.1:**  
The time periods stipulated in this clause 66.1 may be amended by agreement between the Parties and the Project Manager if the Employer's internal procedures dictate that the time periods be so extended and such agreement shall not be unreasonably withheld by the Consultant.

#### AMENDMENTS TO THE MAIN OPTION CLAUSE

**Z14**

The below *project stages* are used to price for the Consultant's Services where the Prices are based on the cost of construction.

Where the Services in stages 1 and 2 are time based, main Option E is used for these stages and either main Option A or C (as applicable) is used to price for the remaining stages.

The *project stages* are:

| <i>project stage</i> |                                           | Key deliverable at end of each stage as the Scope and accepted by the <i>Employ</i> |
|----------------------|-------------------------------------------|-------------------------------------------------------------------------------------|
| No                   | Description                               |                                                                                     |
| 1                    | Project initiation                        | Strategic brief                                                                     |
| 2                    | Concept                                   | Concept report                                                                      |
| 3                    | Design development                        | Design development report                                                           |
| 4                    | Production information                    | Completed production information                                                    |
| 5                    | Manufacture, fabrication and construction | Construction works capable of being <i>Employer</i> as intended.                    |
| 6                    | Post completion                           | Completed project contracts                                                         |

**Z15 Using Option A when the Prices are based on the cost of construction**

Delete clause 11.2(15) in Option A and replace with:

11.2 (26) The Price for Services Provided to Date is the total of

- the Prices for each *project stage* which has been completed and
- a proportion of the Price for each *project stage* which is the proportion of *services* completed in that *project stage*.



**Z16 Using Option A when the Prices are accepted after the completion of the concept stage of the project**

Before the end of *project stage 2*, the *Consultant* in conjunction with the *Employer* assesses the total of the Prices to be used in Option A for the remaining *project stages* and submits the assessment to the *Employer* for acceptance. If the *Employer* does not accept the *Consultant's* assessment he notifies the *Consultant* of his reasons within four days of the *Consultant's* submission.

The *Consultant* does not start any *services* included in *project stage 3* until he receives the *Employer's* instruction to carry out the *services*.

**Z17 Add the following bullet after the first bullet in clause 90.4:**

- the *Employer* and the *Consultant* cannot agree on the assessment of the total of Prices to be used in Option A for the remaining *project stages*

**AMENDMENTS TO THE SECONDARY OPTION CLAUSES**

**Z18 Changes in the Law: Add the following as a new secondary option clause X2.2 (if option X2 is applicable to this Contract):**

A change in law is defined as:

- the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income; or
- any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z19 Delay Damages: add the following to as a new secondary option clause X7.3 (if option X7 is applicable in this contract)**

If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Contractor's* obligation to Provide the Services.

## **Z20 Performance Bond**

**Z20.1 Amend the first sentence of secondary option 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 *Employer* has accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.

**Z20.2 Add the following as new secondary option clause X13.2:** The *Contractor* 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 *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* 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.

## **Z21 Limitation of liability: Insert the following new clause as Option X18.4:**

**Z21.1** The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00.

**Z21.2** Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Consultant* in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Consultant* shall be excluded from the calculation of the limitations of liability listed in the contract.

## **ADDITIONAL Z CLAUSES**

## **Z22 Cession, delegation and assignment**

**Z22.1** 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. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Consultant*.

**Z22.2** The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.

## **Z23 Joint and several liability**

- Z23.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z23.2 The *Consultant* shall, within 1 week of the Contract Date, notify the *Employer* of the key person who has the authority to bind the *Consultant* on their behalf.
- Z23.3 The *Consultant* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

## **Z24 Ethics**

- Z24.1 The *Consultant* undertakes:
- Z24.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z24.1.2 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.
- Z24.2 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services 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.
- Z24.3 If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

## **Z25 Confidentiality**

- Z25.1 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.
- Z25.2 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*.
- Z25.3 This undertaking shall not apply to –

- Z25.3.1 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;
- Z25.3.2 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;
- Z25.3.3 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);
- Z25.3.4 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*.
- Z25.4 The *Consultant* ensures that all his SubConsultants abide by the undertakings in this clause.

## **Z26      *Employer's Step-in rights***

- Z26.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default  
  
within the period stated in 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 subConsultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.
- Z26.2 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.

## **Z27      *Liens and Encumbrances***

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

## **Z28 Intellectual Property**

- Z28.1** 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.
- Z28.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.
- Z28.3** 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.
- Z28.4** The written approval of the *Consultant* is to be obtained before the *Consultant's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Consultant's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z28.5** 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:
- Z28.5.1** the *Consultant's* design, manufacture, construction or execution of the Works;
- Z28.5.2** the use of the *Consultant's* Equipment, or
- Z28.5.3** the proper use of the Works.
- Z28.6** 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.

## **AMENDMENTS TO THE W OPTION CLAUSES**

### **Z29 Dispute resolution: The following amendments are made to Option W1:**

- Z29.1** 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".
- Z29.2** The following clauses are added at the end of clause W1.3:
- Z29.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z29.2.2 “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.”

### **Annexure C - Panel of Adjudicators**

#### Panel of Adjudicators

| 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.<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 Msutwana<br>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<br>SC                  | Gauteng  | 083 653 2281<br><a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>      |
| Mr. Emeka Ogbugo<br>(Quantity Surveyor) | Pretoria | +27 12 349 2027<br><a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>           |

## Part C1: Agreements and Contract Data

### Part C1.2b Contract Data

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

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Professional Services Contract which requires it.

| Clause   | Statement                                                                                                                                                                                                                                                | Data |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 10.1     | The <i>Consultant</i> is (Name):<br><br>Address:<br><br>Tel No.:<br>Fax No.:<br>Email:                                                                                                                                                                   |      |
| 22.1     | The <i>Consultant's key person</i> are:<br><br>1. Name:<br><br><b>Job: Project Manager</b><br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience:                                                                                            |      |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>services</i> is as required by the Employer                                                                                                                                                           |      |
| 11.2(10) | The following matters (if any) will be included in the Risk Register <ul style="list-style-type: none"> <li>• Availability of As-Built Information</li> <li>• Access to Site</li> <li>• Progress vs Programme</li> <li>• Cash Flow Management</li> </ul> |      |
| 11.2(13) | The <i>staff rates</i> are as stated in the Pricing Data                                                                                                                                                                                                 |      |
| 25.2     | The <i>Employer</i> provides access to the following persons, places and things                                                                                                                                                                          |      |



|          | <b>access to</b>                                                    | <b>access date</b>           |
|----------|---------------------------------------------------------------------|------------------------------|
| <b>1</b> | All available 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) |

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**A      Priced contract with activity schedule**


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

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11.2(18) The tendered total of the Prices is in the Form of Offer and Acceptance

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

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| <b><i>Project stage</i></b>                       | <b>Percentage points for each stage</b> |
|---------------------------------------------------|-----------------------------------------|
| <b>Description</b>                                | <b>%</b>                                |
| Stage 1: Project Initiation and Briefing          | 5%                                      |
| Stage 2: Concept and Feasibility                  | 20%                                     |
| Stage 3: Detail Development                       | 20%                                     |
| Stage 4: Tender Documentation and Procurement     | 10%                                     |
| Stage 5: Construction and Contract Administration | 40%                                     |
| Stage 6: Close-out Services                       | 5%                                      |

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

### **C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

|                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Organisation:</b><br><br><b>AIRPORTS COMPANY SOUTH AFRICA</b><br><b>O.R. TAMBO INTERNATIONAL AIRPORT</b>                                              |
| <b>Physical Address:</b><br><b>Airport Company South Africa</b><br><b>O.R. Tambo International Airport</b><br><b>Private Bag X1, Kempton Park</b><br><b>1627</b> |

**Hereinafter referred to as "Client"**

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

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

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

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

1. All work performed by the 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 OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**



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

### **C1.4: 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.

**Please note that the successful bidder must source insurance covers listed under paragraph 1.6**

- a) Section 2 – Public Liability
- c) Aviation Liability
- d) Professional Indemnity

#### **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.

#### **SECTION B: INSURANCE CLAUSES**

**INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS.**

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

##### **1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))**

1.1 Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in anyway whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the **Employer** shall effect and maintain for the duration of the construction and maintenance periods of the Contract - as appropriate in the joint names of the Employer, the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:



**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability  
Section 1 Of The Policy – Contract Works**

**Contract Works Insurance** for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties;

**Open Trench Limitation**

*In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly*

*by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at*

*any one time to 2,500 meters.*

**Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and**

**2 taxiways)**

*In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways)*

*caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate*

*length of Exposed Layer Works at any one time to 2,500 meters.*

**Section II of the Policy – Contractors Public Liability**

**Public Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

**Section III of the Policy – Removal Of Lateral Support Liability**

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original Cause

**b. Contract Works SASRIA – Providing physical loss of or damage to the Works, Temporary Works**



and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

**c) Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

**d) Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

***\*The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.***

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which





he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

**Section 1 Of The Policy – Contract Works**

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

**Section 2 Of The Policy – Contractors Public Liability**

**R75,000** each and every claim in respect of Property Damage.

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

**b) Contract Works SASRIA**

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence.

**c) Aviation Liability Insurance ;**

In respect of each and every loss or damage or injury – **R300 000**.

**d) Design & Construct Professional Indemnity Insurance**

a) In respect of contracts under R50 million at award – **R5,000,000**.

b) In respect of contracts over R50 million at award – **R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:





Airports Company South Africa:

Nokulunga Masiza  
Tel: +27 (0)11 723 1400  
M: +27 (0)79 512 0532

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)  
Buhle Mnguni  
D: +27 (0)11 723 1400  
M: +27 (0)74 535 9075  
[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall cooperate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.



m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

## **2. Insurance Effected by the Contractor.**

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor:**

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

### **b) Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law. The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

### **d) Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.



e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

**Cover** : Imports of cargo, equipment, goods, plant, machinery and materials ("Insured Property") to the site where the Permanent Works will be constructed.

**Sum Insured**: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor



or his Sub-contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

#### **2.4 Sub-Contractors.**

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

b) enforce the compliance by sub contract agreement between the Contractor and Sub-

Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).



**APPENDIX A  
CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE  
ANNUAL POLICY**

**Send to: Airports Company South Africa**

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**E-Mail The Following People :**

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

\* .....  
.....  
.....  
.....  
.....  
.....

\* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

**RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM**

Date of loss : \_\_\_\_\_

Reported to site agent by : \_\_\_\_\_ Date : \_\_\_\_\_

Reported to Insurance Broker by : \_\_\_\_\_ Date : \_\_\_\_\_

Locality of Incident \_\_\_\_\_

How did the loss occur (cause) ? \_\_\_\_\_

Details and nature of loss or damage to Contract Works \_\_\_\_\_

Details of other property damaged \_\_\_\_\_

\_\_\_\_\_

Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

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Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

## Part C2: PRICING DATA

### C2.1 Pricing Instructions

#### Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. Basis of fee remuneration is the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered set out in Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act No. 48 of 2000, Gazetted on Board Notice 168 of 2019 No. 42697 and dated 13 September 2019.

Once agreed and accepted, the fee shall not be adjusted, revised, or varied due to any increase or decrease in the construction value, except where there is a material change to the agreed scope of work, in which case any fee adjustment shall be subject to mutual written agreement between the parties.

For the purposes of this clause, a material change means a significant alteration to the scope, deliverables, complexity, duration, or level of effort required to perform the services.

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

3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. Hourly rated items will be disbursed as per the employer's instruction and are re-measurable based on actual hours expended.
5. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
6. Costs for all methods of communication are included in the fee and/or rates.
7. Special printing requirements are included in the fee and/or rates.
8. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs, including but not limited to travel, accommodation, car hire, subsistence allowances, per diem expenses, parking, toll fees and all other routine out-of-pocket expenses associated with the performance of the Services, are deemed to be included in the normal/standard/basic services fee and/or rates and shall not be separately reimbursable. The key persons shall attend an average of four meetings, site inspections and/or similar engagements with the Employer and/or Other Parties within Gauteng per month for the duration of the Contract, with all associated costs included in the normal/standard/basic services fee and/or rates.
10. All construction monitoring rates, irrespective of the specified level of construction monitoring, shall be deemed to be fully inclusive of all costs associated with the provision of the required construction monitoring services, including travel, accommodation, vehicle costs, subsistence and all related logistical arrangements. No separate payment, reimbursement or claim shall be made in respect of the location of the Works, site accessibility, frequency of site visits, travel distance, extended periods on site, accommodation requirements or any related disbursements required to fulfil the specified construction monitoring obligations.

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

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

12. 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.
13. 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.
14. All quantities are provisional and shall be expended as directed by the Employer's Representative.
15. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
16. The contractor shall determine the Contract skills development goal (CSDG), expressed in Rand, which shall not be less than the sub-total multiplied by the constant factor given in 3.1.2.2 of the CSDG requirements, Implementation of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023.
17. The service provider will be entitled to claim up to 60% of the stage fee upon delivery of the draft report for the respective stage. The service provider will be entitled to claim the outstanding amount of the stage fee upon completion of the stage.  
  
Completion of a stage includes acceptance and approval of reports (deliverable) through the necessary governance processes. The stage will not be completed until the employer's agent/Project Manager confirms all applicable governance processes have been successfully concluded.
18. Due to operational requirements of the airport, certain pavements and areas can only be accessed when the airport is closed. It is envisaged that investigations and construction in most areas can only be done during the closure period which is typically from 12am (midnight) until 5:00am but not limited to this period. All costs involved in working outside of normal business hours must be accommodated for in prices. There will be no extra compensation other than the rates provided. Certain areas can be accessed by prior arrangement and special consent from ORTIA Operations however, all requests will be subject to operational requirements.
19. The Consultant is advised that OR Tambo International Airport is designated as a National Key Point. Accordingly, all rules and regulations relating to health, safety, environmental management, security, fire, and access control must be strictly observed. The Consultant shall include in the tendered rates all costs associated with obtaining the necessary access permits and complying with the regulations. No additional payments or claims will be entertained due to access restrictions or difficulties in accessing the site.
20. All rates in the pricing schedule should be included exclusive of Value Added Tax (VAT), except for items 7 and 8.
21. The appointed consultant is to be aware that it is the responsibility of the consultant to ensure that all staff utilized on site have undergone airside induction training. Staff are to be equipped with radio licenses to be enabled to access work areas. Vehicle/s are to be fitted with transponder/s.

## C2.2 Price Schedule

### 1. Cost of Works

The estimated cost of works excluding VAT and contingencies is:

|                             |                 |
|-----------------------------|-----------------|
| Estimated Cost of the Works | R313 685 966.33 |
|-----------------------------|-----------------|

### 2. Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below.

The pricing structure for the professional services fees are as per below activity schedule.

| ITEM     | DESCRIPTION                                                                              |              |      | PRICE    |
|----------|------------------------------------------------------------------------------------------|--------------|------|----------|
| <b>1</b> | <b>Professional Services as described in Part C3</b>                                     |              |      |          |
| 1.1      | Stage 1: Project Initiation and Briefing                                                 |              |      | R        |
| 1.2      | Stage 2: Concept and Feasibility                                                         |              |      | R        |
| 1.3      | Stage 3: Design Development                                                              |              |      | R        |
| 1.4      | Stage 4: Tender Documentation and Procurement                                            |              |      | R        |
| 1.5      | Stage 5: Construction Documentation and Management                                       |              |      | R        |
| 1.6      | Stage 6: Project Close-out                                                               |              |      | R        |
|          | <b>Subtotal 1</b>                                                                        |              |      |          |
| <b>2</b> | <b>Miscellaneous</b>                                                                     |              |      |          |
|          |                                                                                          |              |      |          |
| 2.1      | CSDG (As per CIDB skills standards for PSP's see annexure C)                             |              |      | R        |
| 2.2      | Hourly rate for Professional Construction Project Manager for ad hoc additional services | Unit (Hours) | Rate | R        |
|          |                                                                                          | 30           | R    |          |
|          | <b>Subtotal 2</b>                                                                        |              |      | <b>R</b> |
|          | <b>Subtotal 3 (Subtotal 1+2)</b>                                                         |              |      | <b>R</b> |
| 4        | Disbursements @ 5% of Subtotal 3                                                         |              |      | R        |
| 5        | Contingencies @ 15% of Subtotal 3                                                        |              |      | R        |
| 6        | <b>Subtotal Exclusive of VAT (Subtotal 3 + item 4 + item 5)</b>                          |              |      | <b>R</b> |
| 7        | Value-Added Tax 15% (VAT)                                                                |              |      | R        |
| <b>8</b> | <b>TOTAL (export to form of offer C1.1)</b>                                              |              |      | <b>R</b> |



## Part C3: SCOPE OF WORK

### C3.1 Employer's Scope of Services

#### 1. Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The sustained growth in traffic over the years and increase in aircraft traffic movements has resulting in various pavements at OR Tambo International Airport (ORTIA) requiring rehabilitation to improve the infrastructure reliability. The project aims to appoint a professional service provider to providing engineering design services from ECSA stages 1-6 for the rehabilitation of the pavements and design of new access roads. Once the design is finalised, a contractor will be procured to construct the works.

#### 2. Background

The pavements to be rehabilitated includes service roads, runways, taxiways and taxi lanes. Selected airside pavements at ORTIA requires rehabilitation due to audit findings from the South African Civil Aviation Authority. The pavements have several surface defects such as longitudinal and transverse cracks, blocking cracking, surface depressions and shear failures. The purpose of the project is to rehabilitate and strengthen selected pavements at ORTIA to prevent pavement failures.

Runway thresholds 03L, 21R and 21L require rehabilitation. It is suspected that the runway thresholds and other pavements are experiencing a ground water issue. The issue will need to be investigated further and solved.

In addition, the scope includes the design of two new access roads adjacent to runway 03R – 21L. Currently both the 03R & 21L Instrument Landing System (ILS) service roads are unpaved, and this has a major negative impact on the operations when stakeholders are utilising these roads. Road users are often stuck in the muddy roads reducing their response times thereby affecting operational efficiency. The key stakeholders using these roads are, bird and wildlife for removing birds and wildlife from runway 03R-21L, electrical maintenance for maintaining Automated Weather Observing System (AWOS), approach lights, ATNS for maintenance of ILS, Fire and Rescue for maintenance of emergency gates, response to fire breaks and other emergencies.

#### 3. Scope of Work

##### Pavement Rehabilitation

The scope of work will address the degradation and wear of various airside pavements. The summary of the various pavement requiring rehabilitation is detailed below in table 1 and an approximate graphical representation in figure 1:

**Table 1: Pavement Rehabilitation Areas**

| Pavement                               | Length | Width | Area (m2) |
|----------------------------------------|--------|-------|-----------|
| Taxilane Lima                          | 820    | 60    | 49200     |
| Taxiway Quebec                         | 250    | 60    | 15000     |
| Taxiway Charlie                        | 1355   | 60    | 81300     |
| Taxiway Echo (Denel Gate)              | 300    | 60    | 18000     |
| Taxiway Echo (Behind alpha 1r & Alpha) | 200    | 60    | 12000     |

|                                    |      |    |       |
|------------------------------------|------|----|-------|
| Taxiway Alpha                      | 1520 | 60 | 91200 |
| 21L Threshold                      | 280  | 60 | 16800 |
| Taxiway Hotel                      | 185  | 60 | 11100 |
| Taxiway & taxilane India           | 800  | 60 | 48000 |
| Alpha Service road                 | 460  | 15 | 6900  |
| 03L Threshold                      | 250  | 60 | 15000 |
| 21R Threshold                      | 750  | 60 | 45000 |
| Charlie Service road strengthening | 350  | 15 | 5250  |



**AIRPORTS COMPANY**  
SOUTH AFRICA



**Figure 1: Graphical Representation of the scope**



### Access Roads

The intended solution to address the challenges with the unpaved roads is to design and construct new paved access roads over the existing informal road footprint. The proposed solution will be the design of a four-meter-wide service road to replace the unpaved roads. There are two sections of the road, one at each end of the runway. The first service road is at ILS 03R with a length of approximately 1.4 kilometres. The second service road is at ILS 21L with a length of approximately one Kilometre. The intended route and approximate location are shown in Figure 2.

Due to the proximity of the service roads to the runway, the entire scope may be required to be construction during the night when the runway is not active.



**Figure 2: Location and intended footprint of the service roads**



## **2.1 Extent of Project Management Consultant:**

The Scope of Services are the services listed as Standard Services set out in Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act No. 48 of 2000, Gazetted on Board Notice 168 of 2019 No. 42697 and dated 13 September 2019.

### **Stage 1 - Project Initiation and briefing / Inception**

Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.

- Facilitate the development of a Clear Project Brief
- Establish the client's Procurement Policy for the Project
- Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities, and liabilities.
- Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project.
- Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project.
- Prepare, co-ordinate and monitor a Project Initiation Programme
- Facilitate the preparation of the Preliminary Viability Assessment of the project
- Facilitate client approval of all Stage 1 documentation.
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.

Deliverables will typically include:

- Project Brief
- Project Procurement Policy
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

### **Stage 2 - Concept and viability**

Finalization of the project concept and feasibility

- Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities, and liabilities.
- Advise the client on the requirement to appoint a Health and Safety Consultant
- Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief.
- Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.
- Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- Manage and monitor the preparation of the project costing by other consultants
- Prepare and co-ordinate an Indicative Project Documentation and Construction Programme
- Manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- Facilitate client approval of all Stage 2 documentation.
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.



Deliverables will typically include:

- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

### **Stage 3 - Design Development**

Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost, and quality parameters.

- Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants
- Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- Conduct and record the appropriate planning, co-ordination and management meetings
- Facilitate any input from the design consultants required by Construction Manager on constructability.
- Facilitate any input from the design consultants required by Health and Safety consultant
- Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports
- Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- Facilitate and monitor the timeous technical co-ordination of the design by the design team
- Facilitate client approval of all Stage 3 documentation
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.

Deliverables will typically include:

- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

### **Stage 4 - Documentation and Procurement**

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.

- Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants
- Prepare and agree the Project Procurement Programme.
- Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project
- Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.



- Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.
- Monitor the reconciliation by the cost consultants of the tender prices with the project budget
- Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- Facilitate client approval of the tender recommendation(s).
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.

Deliverables will typically include:

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s).

## **Stage 5 – Construction**

- Assist in the appointment of contractor(s) on behalf of the client including the finalization of all agreements.
- Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- Monitor the ongoing projects insurance requirements.
- Facilitate the handover of the site to the contractor.
- Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- Regularly conduct and record the necessary site meetings.
- Monitor, review and approve the preparation of the Contract Programme by the contractor.
- Regularly monitor the performance of the contractor against the Contract Programme.
- Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- Monitor the production of the Health and Safety File by the Health and Safety Consultant and Contractors
- Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- Establish the construction information distribution procedures.
- Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- Expedite, review and monitor the timeous issue of construction information to the contractors.
- Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- Monitor, review, approve and certify monthly progress payments.
- Receive, review and adjudicate any contractual claims.
- Monitor the preparation the preparation of monthly cost reports by the cost consultants.
- Monitor long lead items and off-site production by the contractors and suppliers.
- Prepare monthly project reports including submission to the client
- Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.





- Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- Monitor the execution by the contractors of the defect items to achieve Works Completion.
- Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.

Deliverables will include:

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports.
- Record of all meetings
- Certificates of Practical Completion

## **Stage 6 - Close out**

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- Issue the Works Completion Certificate
- Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- Manage and expedite the procurement of all statutory compliance certificates and documentation.
- Manage the finalization of the Health and Safety File for submission to the Client. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- Prepare and present Project Closeout Report.
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations.

Deliverables will include:

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

## **2.2 Project Personnel**

### **• PROJECT MANAGER EXPERIENCE**

Key personnel are to meet the requirements as indicated in the functionality evaluation section. Should the proposed individual not be available after appointment, the consultant must replace them with an individual that meets the same requirements in functionality evaluation.





## PROFESSIONAL REGISTRATION

Proof that the Project Manager is professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager.

- **CSDG CIDB Skills Standard for PSP's**

The consultant shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in GN 48491). Please see attached Annexure C to be used as a guideline.

### Key Dates

- It is a requirement that stage 3 is complete within 16 weeks of contract commencement.
- It is planned that the construction duration is 17 months.

### C3.3.1 General Matters & Requirements

#### 1. Providing the Services

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

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

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

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

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services



and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and

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

## **2. Compliance with Laws**

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

## **3. Compliance with Codes & Standards**

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

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

## **4. Services of the Employer and Others**

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

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

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

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

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

## **5. Consultant's Organisation**

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



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

## **6. Personnel**

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

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

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

## **7. Order of Services**

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

## **8. Methods of Working**

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

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

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

## **9. Method and Resources Statements**

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

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

## **10. Change Control**

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

## **11. Notice Boards**

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



## 12. Invoicing and Payment

The Consultant submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim.

The Employer's Representative issues a payment certificate for the amount which he assesses by the 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 the claim and invoice:

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

### C3.3.2 Quality Control & Assurance

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

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

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

### C3.3.3 Drawings & Documents

#### 1. Comments on Consultant's Drawings and Other Documents

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

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

#### 2. Drawing Requirements

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



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

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

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

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

### **3. Document Tracking System**

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

### **4. Submission Schedule**

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

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

### **5. Document Submissions**

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

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

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

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

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



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

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

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

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

## **7. Format for Retention**

The Consultant retains original documents.

### **C3.3.4 Programme, Progress Reporting & Meetings**

#### **1. Programme**

##### **1.1 General Requirements**

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

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

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

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

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

##### **1.2 Other Information to be Shown on the Programme**

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

1.2.1 Dates for issue and acceptance of drawings;

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

#### **2. Reporting**

##### **2.1 Monthly Progress Reports**



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

Each report includes:

- 2.1.1 an executive summary,
- 2.1.2 charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme,
- 2.1.3 for the procurement, manufacture and/or fabrication of each main item of Plant & Equipment and/or Works, the name of the Contractor, Contractor's location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to Site;
- 2.1.4 4 week look-ahead schedule;
- 2.1.5 comparisons of actual and planned progress;
- 2.1.6 colour photographs in digital format showing progress of the Services in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;
- 2.1.7 details of actual and planned resources;
- 2.1.8 updated cash flow showing actuals for the period being reported on and a revised forecast;
- 2.1.9 details of number of each class of the Consultants and each Contractor's and/or Subcontractor's personnel and of each type of the Equipment at the Site for the relevant period;
- 2.1.10 a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;
- 2.1.11 a list of proposed changes to the Scope and the status thereof;
- 2.1.12 a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;
- 2.1.13 a list of instructions received by the Consultant (other than instructions from the Employer changing the Scope) during the reporting period listing the date of receipt and the nature of the instruction;
- 2.1.14 an updated risk register;
- 2.1.15 a list of all notified compensation events detailing their reference numbers, the date on which the underlying cause, circumstance or event arose and when it first came to attention of the Consultant, the compensation claimed by the Consultant and/or Contractor, the date on which notice and the details thereof were given to the Employer and the status thereof;
- 2.1.16 details and assessment of all areas of concern including details of all notified early warnings and details and assessment of other events and circumstances which may have an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such cost impact and/or delay;
- 2.1.17 a current register of drawings and other documents submitted to the Employer or Contractor during the reporting period and the prior reporting period, detailing the date of issue to the Employer or Contractor and, if applicable, the date by which the Employers acceptance is required;
- 2.1.18 a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;
- 2.1.19 a report on health & safety and environmental matters;
- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;





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

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

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

## 2.2 Additional Weekly and Daily Reports

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

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

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

## 2.3 Reports on Disputed Work

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

## 2.4 Additional Reports

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

## 3. Meetings

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

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

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

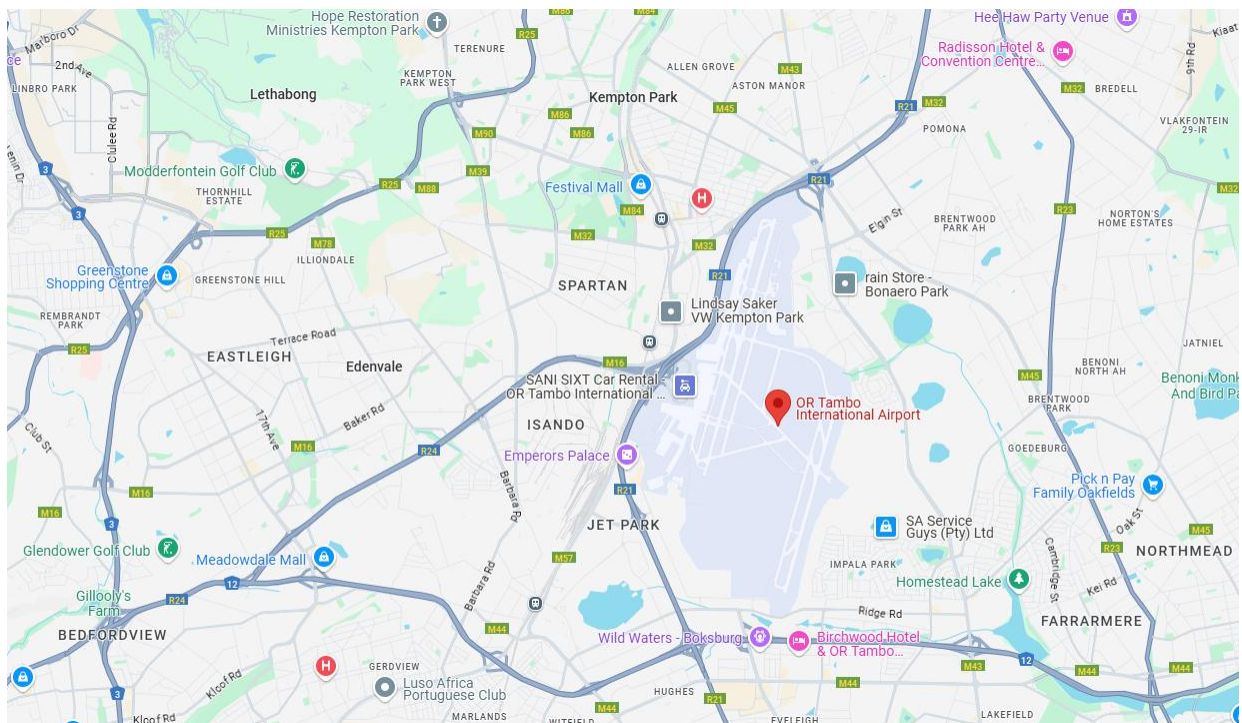
The Consultant's key persons attend all meetings. There is an average of four meetings per month.

## Part C4: Site Information

### 1. Description of the Site

#### 1.1 General description

The project will take place at O.R. Tambo International Airport, Kempton Park, within the airport boundaries.



**Figure 3: Locality Plan**

#### Key site data

The site is located at O.R. Tambo International Airport, airside. This is a restricted area with stringent access control measures put in place. 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.

#### 1.2 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.

### 1.3 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                       |
|-----------------------------------|-----------------------------------------------------|----------------------------------|
| AVOP – Airside Vehicle Operator   | All drivers of vehicles on airside                  | ACSA Safety                      |
| Airside Vehicle Permit            | All vehicles that enter airside                     | ACSA Safety                      |
| Basement Parking Permit           | All vehicles allowed to enter the delivery basement | ACSA Parking                     |
| Personal Permit                   | All persons employed on the airport                 | ACSA Security                    |
| Cell Phone Permit                 | All persons taking cell phones to airside           | ACSA Security                    |
| Tools & Laptop Permit             | All persons taking tools and laptop to              | ACSA Security                    |
| Camera Permit                     | All persons taking camera equipment to              | ACSA Security                    |
| Hot Works Permit                  | All welding and/metal cutting work on the           | ACSA Safety                      |
| Airside Projects/Works            | For all projects on the airside                     | ACSA Airport Operations / Safety |
| Low/Medium Voltage Permit to Work | For all work on substations, distribution boards    | ACSA Electrical Maintenance      |

- Proof of having attended the Airside 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.
- The applicable fees in respect of permits are as follows:  
 The personal permit is = R270,00  
 Icon e.g., cell phone or tool icon = R88,00 each  
 Temporary personal permit = R553,00  
 1day vehicle permit = R53,00  
 Vehicle permit 1 year = R6 215,00 (Other companies)  
 Vehicle permit for all ACSA contractors = R1 429,00

### 1.4 Cell phones and two-way radios

- Use of cell phones are not permitted unless the user is in possession of an appropriate Airport permit for the device.
- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.



- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

#### **1.5 Hidden and other services within site**

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



## Part C5: Annexures

### ANNEXURE A: Compliance with Codes & Standards

The Designs comply with the latest edition codes and SANS and International standards stated below and/or in the Scope and Good Engineering and Construction Practices<sup>1</sup>. To the extent not stated, the Designs comply with internationally recognised codes and standards which are accepted by the Employer.

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

The minimum ACSA requirements are:

- a. the requirements of the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2014;
- b. Legislation By-Laws and Regulations applicable to the area within which the project falls;
- c. the code of practice for the Application of the National Buildings Regulations, (SANS 10400);
- d. the ATEX directives; (The Regulations apply to all/ equipment intended for use in explosive atmospheres, whether electrical or mechanical, and also to protective systems)
- e. the National Environmental Management Act No. 107 of 1998;
- f. the recommendations of OIML;
- g. the requirements of SANS 347;
- h. the requirements and recommendations of the NFPA standards and codes for fire protection and fire safety, e.g. NFPA 10, 11, 13, 15, 16, 20, 22, 24, 30, etc.;
- i. ICAO Annex 14 Standards and Recommended Practices (SARPs) for aerodromes.
- j. IATA Airport Development Reference Manual

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

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

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



- (ii) Sufficient engineering, design, construction and safety personnel are available and are adequately experienced and trained to design, construct and test the Works properly, efficiently and within applicable Laws, manufacturer's guidelines and specifications and API and EI standards and recommendations;
- (iii) Appropriate monitoring and testing is done during the design, manufacturing, erection and commissioning to ensure that the Works are constructed to the required standards, tolerances and specifications and that equipment is functioning as designed and to provide assurance that it will function properly under normal conditions;
- (iv) Appropriate protective devices and design features are provided to ensure that safe, reliable, long-term operation of the plant can be achieved, if operated and maintained in accordance with the Operation and Maintenance Manual;



## ANNEXURE B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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



## **ANNEXURE C: Applying the CIDB Skills Standard in Construction Projects (Professional Services)**