

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: 4418

**TITLE OF PROJECT: REHABILITATION OF RUNWAYS, TAXIWAYS AND APRONS at
KIMBERLEY AIRPORT**

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Kimberley Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **The provision of PROFESSIONAL PROJECT MANAGEMENT,
ENGINEERING, QUANTITY SURVEYING & TRANSFORMATION
services on the JOINT MONITORING TEAM (JMT) for the
REHABILITATION OF RUNWAYS, TAXIWAYS AND APRONS at
KIMBERLEY AIRPORT**

Contents:

Part C1 Agreements & Contract Data

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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 **provision of PROFESSIONAL PROJECT MANAGEMENT, ENGINEERING, QUANTITY SURVEYING & TRANSFORMATION services on the JOINT MONITORING TEAM (JMT) for the REHABILITATION OF RUNWAYS, TAXIWAYS AND APRONS at KIMBERLEY AIRPORT.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the
Bidder:

Name &
signature of
witness

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

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name & signature of witness <i>(Insert name and address of organisation)</i>	Date
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Schedule of Deviations

1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	

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

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

For the Employer

For the Bidder

Signature (s)

Name (s)

Capacity

Name and Address **Airports Company South Africa**
SOC Limited
Kimberley Airport
Private Bag X9002,
Kimberley Airport, 7525

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

(Insert name and address of organisation)

Date

Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	E: Time Based Contract
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X7: Delay damages X10: Employer's Agent X11: Termination by the Employer X18: Limitation of liability
	of the NEC3 Engineering and Construction Contract, April 2013	Z: Additional conditions of contract
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, Kimberley Airport
	Address	Airports Company South Africa SOC Limited Kimberley Airport Private Bag X9002, Kimberley Airport 7525
	Telephone	+27 053-8307145

11.2(9)	The services are	provision of professional project management, engineering, quantity surveying & transformation services on the joint monitoring team (JMT) for the rehabilitation of runways, taxiways and aprons at Kimberley airport									
11.2(10)		the following matters will be included in the Risk Register <ul style="list-style-type: none"> • Availability of as-built information • Access to site • Site constraints and constructability • Statutory requirements and approvals 									
11.2(11)	The <i>Scope</i> is in	Part C3: Scope of Work									
11.2(13)	The Time Charge is	the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract									
12.2	The <i>law of the contract</i> is	the law of the Republic of South Africa									
13.1	The <i>language of this contract</i> is	English									
13.3	The <i>period of reply</i> is	Twenty (20) days									
13.6	The <i>period of retention</i> is	5 years following Completion or earlier termination of a contract									
2	The Parties' main responsibilities										
20.1	The <i>Employer</i> provides access to the following persons, places and things										
	<table> <tr> <td>1</td><td>Access to</td><td>Access date</td></tr> <tr> <td>2</td><td>Any Information</td><td>Upon contract award</td></tr> <tr> <td>3</td><td></td><td></td></tr> </table>	1	Access to	Access date	2	Any Information	Upon contract award	3			
1	Access to	Access date									
2	Any Information	Upon contract award									
3											
3	Time										
30.1	The <i>starting date</i> is	Upon signing of contract									
30.2	The <i>completion date</i> is	36 months after signing of contract or 6 months after the end of the <i>defects date</i> , whichever is the latest									
31.1	The <i>Consultant</i> submits a first (preliminary) programme	3 weeks after the contract start date									
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	One month, on or around the 15 th of each month and failing to do so may lead to delays in acceptance of fee accounts and invoice receipting									

4	Quality	
40.2	The quality policy statement and quality plan are provided within 2 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 month, before the 25 th day of each successive month
51.1	The period within which payment is made is	Statement + 30 days
51.2	The <i>currency of this contract</i> is the	South African Rand
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank as determined from time to time
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>
8	Indemnity, insurance and liability	
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
9	Termination	Refer to Secondary Clause X11
10	Data for Main Options	
E	Time based contract	As defined by the <i>staff rates</i> in the contract
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	Both parties will agree the Adjudicator when a dispute arises. If the parties cannot reach an agreement on the Adjudicator within 30 days of a dispute arising, the Adjudicator shall be appointed by the nominating body.
W1.2	The <i>Adjudicator nominating body</i> is	The Association of Arbitrators (Southern Africa) or its successor or his nominee.
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations, published by The Association of Arbitrators, (Southern Africa) or its successor.
W1.4	The place where arbitration is to be held is	Cape Town, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises. If the parties are not in agreement, the Arbitrator will be selected by the Association of Arbitrators, (Southern Africa) or its successor.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
X7.1	Delay damages of the whole of the <i>services</i> are	Amount per week is 2% up to a maximum of 20% total value of the Professional fees.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	<p>Name: to be advised at first meeting</p> <p>Address: Kimberley Airport Private Bag X9002 Kimberley Airport 7525</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>
X11	Termination by <i>Employer</i>	
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>

X18

Limitation of Liability

X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <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 deductible of the relevant insurance policy
X18.3	The <i>end of liability</i> date is	52 weeks after Completion of the whole of the <i>services</i>

Z

ADDITIONAL CONDITIONS OF CONTRACT

Z1

Estimation of fees

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of:

Z2

Tax invoices

The *Consultant's* invoice.

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

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

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

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

Each payment is made by the *Employer* within five (5) weeks of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z3 Communications and Notices

Z3.1 Add to the end of the first sentence in core Clause 13.1:

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;
- if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

Z4 Interpretation of the law

Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Providing the Works: Delete core clause 20.1 and replace with the following:

The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

Z6 Extending the defects date: add the following as a new core clause 46:

Z6.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z6.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z6.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z7 Termination

Z7.1 **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z8	Cession, delegation and assignment
Z8.1	The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z8.2	The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity.
Z9	Ethics
Z9.1	The <i>Consultant</i> undertakes:
Z9.1.1	not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z9.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z9.2	The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z9.3	If the <i>Consultant</i> 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 <i>Employer</i> , the <i>Employer</i> 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.
Z10.	Confidentiality
Z10.1.	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Consultant</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z10.2	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .

Z10.3	This undertaking shall not apply to –
Z10.3.1	Information disclosed to the employees of the <i>Consultant</i> for the purposes of the implementation of this agreement. The <i>Consultant</i> 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;
Z10.3.2	Information which the <i>Consultant</i> is required by law to disclose, provided that the <i>Consultant</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Consultant</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and
Z10.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> at the time of disclosure (evidenced by written records in existence at that time).
Z10.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z10.5	The <i>Consultant</i> ensures that all his Sub-Consultants abide by the undertakings in this clause.
Z11.	<i>Employer's Step-in rights</i>
Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .

Z11.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z12	Intellectual Property
Z12.1	Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z12.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z12.3	The <i>Consultant</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z12.4	The <i>Consultant</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ the claim ”), which arises out of or in relation to:
Z12.4.1	the <i>Consultant’s</i> design, manufacture, construction or execution of the Works;
Z12.4.2	the use of the <i>Consultant’s</i> Equipment, or
Z12.4.3	the proper use of the Works.
Z12.5	The <i>Employer</i> shall, at the request and cost of the <i>Consultant</i> , assist in contesting the claim and the <i>Consultant</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z13	Dispute resolution: The following amendments are made to Option W1:
Z13.1	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”.
Z13.2	The following clauses are added at the end of clause W1.3:

Z13.2.1	“The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
Z13.2.2	“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.”
Z14	The Consultant shall be expected to present annually a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract
Z15	The successful consultant will be excluded from participating in any way or form in the Design and Build consortium/ JV/ Company undertaking the New Realigned Runway project under a separate contract with Airports Company South Africa SOC Ltd.
Z16	Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern as per the Form of Offer.

Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

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

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

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

22.1 The *Consultant's key persons* are:

1. Name:

Job:

Responsibilities:

Qualifications:

Experience:

2. Name:

Job:

Responsibilities:

Qualifications:

Experience:

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

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

- Availability of As-Built Information
- Access to Site
- Site constraints and constructability
- Statutory requirements and approvals
- Progress vs Programme
- Cash Flow Management

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

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

	access to	access date
1	All available Information	No later than 30 days after award of the project
2	Relevant Engineering, Operational and Maintenance Personnel of ACSA	No later than 90 days after award of the project

E	Time Based Contract
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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 a Mandatory is to be appointed and an Agreement must be concluded before any consultant/ subcontracted work may commence

The parties to this Agreement are:

Name of Organisation:

**AIRPORTS COMPANY SOUTH AFRICA
KIMBERLEY AIRPORT**

Physical Address:

**Airports Company South Africa
Private Bag X9002
Kimberley Airport
7525**

Hereinafter referred to as “Employer”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Employer's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Employer's premises, or which shall remain in force for that duration of their contractual relationship with the Employer, 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 Employer's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Employer'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 Employer'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 Employer.
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 Employer'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 Employer's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Employer.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer'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 Employer'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 Employer 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 Employer.

2. The Mandatary confirms that he has been informed that he must report to the Employer'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 Employer's employees and other persons in any way whilst performing work on the Employer's premises.
4. The Mandatary understands that no work may commence on the Employer's premises until this procedure is duly completed, signed and received by the Employer.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATORY

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,

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATORY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE EMPLOYER

DATE

(AIRPORTS COMPANY SOUTH AFRICA)

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.

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

4. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contract is awarded (Email: nokulunga.masiza@airports.co.za).

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

	DESCRIPTION	DEDUCTIBLE
	All Civil Work and Earthworks excluding Runways	R300 000 deductible (excess)
	Runway Rehabilitation	R300 000 deductible (excess)
	New Runway Construction	R700 000 deductible (excess)

	All other claims	R300 000 deductible (excess)
	Other property insured	R700 000 deductible (excess)

- Contractors / consultants should re-insure the deductibles.

4.2 Public Liability

	DESCRIPTION	DEDUCTIBLE
	3 rd party property damage	R1 025 000 deductible (excess)
	removal of lateral support	R1 250 000 deductible (excess)
	damage to aircraft	R1 250 000 deductible (excess)

- Contractors / consultants should re-insure the deductibles.

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The 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 do not have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
3. 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, escalation, 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.
4. Costs for all methods of communication are included in the fee and/or rates.
5. Special printing requirements are included in the fee and/or rates.
6. Provision of standard computer hardware and software are included in the fee and/or rates.
7. Incidental disbursement costs (travel, accommodation, car hire, per diem, permits, etc.) are included in the fee and/or rates.
8. 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.
9. 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.

10. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
11. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
12. Hourly rates are provided for day and night works, therefore a single rate per calendar day. The same applies to monthly rates which is a single rate for both day and night works.
13. The envisaged programme of works is as follows:
 - FIDPM Stage 3 Detail Design Report review, project information sharing, updates and review of specifications, design drawings review, Design & Build tender work required – 2 months
 - FIDPM Stage 4 Procurement & Documentation Design & Build tender - 7 months
 - FIDPM Stage 5 Construction - 15 months
 - FIDPM Stage 6 Handover - 1 month
 - FIDPM Stage 7 Close-out - 3 months
14. The JMT is to implement a time-keeping system for all members of the JMT, to be submitted to the ACSA Project Manager on a monthly basis. The fee accounts layout and detail required will be agreed in pro-forma accounts before invoicing will be allowed.

C2.2 Price Schedule

Remuneration for Professional Services

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

ITEM	DESCRIPTION	Unit	Quantity	Rate	Amount
1	<u>Procurement & Documentation Stage (FIPDM 4)</u>				
1.1	Project Manager - Project Leader	Hours	120	R	R
1.2	Civil Engineer	Hours	120	R	R
1.3	Electrical Engineer	Hours	60	R	R
1.4	Quantity Surveyor & Transformation	Hours	120	R	R
2	<u>Works Stage (FIPDM 5)</u>				
2.1	Project Manager - Project Leader	Hours	900	R	R
2.2	Civil Engineer	Hours	600	R	R
2.3	Electrical Engineer	Hours	600	R	R
2.4	Quantity Surveyor & Transformation	Hours	600	R	R
2.5	Resident Engineer – Construction Monitoring Level 3 (Full Time)	Months	15	R	R
2.6	Assistant Resident Engineer – Construction Monitoring Level 3 (Full Time)	Months	15	R	R
3	<u>Handover Stage (FIDPM 6)</u>				
3.1	Project Manager - Project Leader	Hours	40	R	R
3.2	Civil Engineer	Hours	40	R	R
3.3	Electrical Engineer	Hours	20	R	R
3.4	Quantity Surveyor & Transformation	Hours	40	R	R
3.5	Resident Engineer – Construction Monitoring Level 3 (Full Time)	Months	1	R	R
4	<u>Close-out Stage (FIDPM 7)</u>				
4.1	Project Manager - Project Leader	Hours	120	R	
4.2	Civil Engineer	Hours	60	R	
4.3	Electrical Engineer	Hours	60	R	
4.4	Quantity Surveyor & Transformation	Hours	60	R	

ITEM	DESCRIPTION	Unit	Quantity	Rate	Amount
5	Additional Design Review (FIDPM 3)				
5.1	Project Manager - Project Leader	Hours	80	R	R
5.2	Civil Engineer	Hours	80	R	R
5.3	Electrical Engineer	Hours	40	R	R
5.4	Quantity Surveyor & Transformation	Hours	80	R	R
Sub-total 1					R
6	Disbursements, specialists, tests, analysis, surveys, legal, verifications, certificates, etc.		Provisional Sum	-	R 500 000,00
Sub-total 2					R
7	Contingencies @ 10% of Sub-total 2				R
Sub-total 3					R
8	Value Added Tax (VAT) @ 15%				R
FINAL TOTAL (Sub-total 3 + VAT) <i>(Export to form of offer C1.1)</i>					R

Part C3: SCOPE OF WORK

C3.1 Employer's Scope of Work

1.1.1 Background:

Airports Company South Africa Limited (ACSA) intends to Rehabilitate Kimberley Airports Runway, Taxiway and Aprons as part of the periodic maintenance programme endorsed by ACSA's Airport Pavement Management System.

The site is situated at Kimberley Airport and located within the airport's airside boundary; refer to the locality plan below (Fig.1) showing the site below:



(Figure 1 – Locality Plan)

The last intervention for the Kimberley Airport runways and taxiways was conducted in 2013 when it was resurfaced with an Ultra-Thin Friction Course (UTFC) to extend the useful lifespan by ten (10) years.

The objective of the project has been for the appointed consultants to conduct a comprehensive study into the current condition of the airside surfaces and include design options for rehabilitation that not only extend the life of the infrastructure for a further 10 years, while ensuring compliance with ICAO standards and CAA requirements.



(Figure 2 – Apron Plan)

1.1.2 Objective:

The objective is to appoint a team of Professional Consultants and Contractors to work in a multi-disciplinary environment to industry best practice within the governance and controls as afforded by National Treasury and applicable Acts and ensure the successful completion of all remaining FIDPM stages.

1.1.3 Goals:

The project goal is to refurbish the identified areas to extend the lifespan of the surfaces for an additional 10-15 years, ensuring compliance to ICAO and CAA regulations.

1.1.4 Purpose of this Tender:

The Framework for Infrastructure Delivery and Procurement Management (FIDPM) prescribes minimum requirement for effective governance of infrastructure delivery and procurement management. FIDPM work stages and the project status for this project is listed below:

- a. FIDPM Stage 1 – Initiation (Complete)
- b. FIDPM Stage 2 – Concept (Complete)
- c. FIDPM Stage 3 – Design Development (Complete)
- d. FIDPM Stage 4 – Design Documentation (Not yet commenced)

- e. FIDPM Stage 5 – Works (Not yet commenced)
- f. FIDPM Stage 6 – Handover (Not yet commenced)
- g. FIDPM Stage 7 – Close-out (Not yet commenced)

The purpose of this bid is to solicit professional services for the remaining work stages for a Design and Build construction procurement sourcing strategy. The Detail Design Report (FIDPM Stage 3) was produced in February 2022 by a professional team consisting of project managers, civil engineers and quantity surveyors. ACSA project portfolio management, technical, planning, EPMO, Transformation and Operational governance acceptance was concluded in March 2022.

1.1.5 High-level Scope of Work:

The high-level scope for refurbishment will comprise of the following identified area's:

- a. Main Runway 02/20
- b. Secondary Runway (RWY 10/28)
- c. Alpha Taxiway
- d. Bravo Taxiway
- e. Charlie Taxiway
- f. Taxi-lane
- g. Apron's

1.1.6 Professional Team:

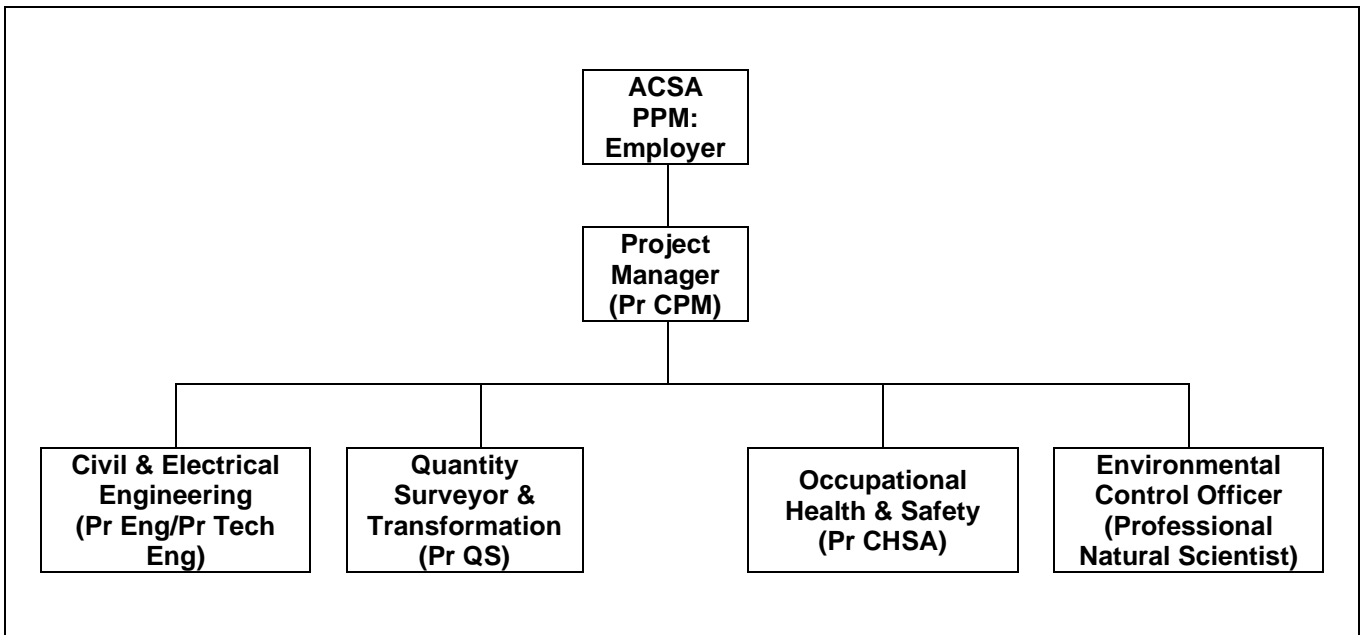
The JMT professional service providers include the following disciplines.

- Management & Project Leader
 - Project Manager - SACPCMP (Pr CPM)
- Design & Works
 - Civil Engineer - ECSA (Pr Eng/Pr Tech Eng)
 - Electrical Engineer - ECSA (Pr Eng/Pr Tech Eng)
 - Resident Engineer - ECSA (Pr Eng/Pr Tech Eng)
- Financial Control & Transformation
 - Quantity Surveyor - SACQSP (Pr QS)

Professional services sourced directly by ACSA and included in the multi-disciplinary team of JMT consultants required to complete all remaining FIDPM work stages as at time of this RFP comprise the following.

- Employer Health & Safety Agent
 - Batatise Consulting Engineers – SACPCMP (Pr CHS)
- Environmental Control Officer
 - Ufefe Development Consultants – SACNASP (Professional Natural Scientist)

3.2.4 Project reporting organogram is as follows:



C3.2 Detailed Scope of Services

1.2.1 Joint Monitoring Team:

The Scope of Services is formulated to provide an integrated technical support in the form of an “Owner’s Engineering Service” in support of the Employer’s management of the NEC3 ECC (Engineering & Construction) contract undertaken by others.

1.2.2 Completed Scope of Services:

FIDPM Stage 1, 2 & 3 completed scope of services included the following:

- Non-Destructive Mechanical Testing - Deflection;
- Detail Material Investigation - Field and Laboratory Testing;
- Structural analysis of the Runways, Taxiways and Aprons;
- Pavement evaluation and design for areas to be upgraded/rehabilitated;
- Surfacing designs for areas to be resurfaced;
- Topographical survey and geometrical evaluation;
- Assessed the geometric aspects of all Runways, Taxiways and Aprons;
- Assessed safety aspects of all Runways, Taxiways, Aprons RESA’s and AGL;
- Stormwater drainage assessed (Hydrology, Hydraulic, surface & sub-surface) and remedial solution;
- Risk register with mitigation measures during construction (NOTAM’s, initial friction and/or wet weather procedures, etc.);

- Existing ancillary facilities reported AGL and Line markings;
- Comprehensive construction specification to ensure safe constructability;
- Approved Detail Design Report complete with design approach and standards;
- Accepted Detail Design drawings;
- Project budget and cashflow;
- Construction and Traffic controls, construction methods, construction materials and indicative construction sequence.

1.2.3 JMT Scope of Services (This tender)

The tenderers are to note that the implementation of this project will follow a Design & Construct approach, in accordance with the Framework for Infrastructure Delivery and Procurement Management (FIDPM). FIDPM prescribes minimum requirement for effective governance of infrastructure delivery and procurement management. The Detail Design Report (FIDPM Stage 3) was produced in February 2022 by a professional team consisting of project managers, civil engineers and quantity surveyors. ACSA project portfolio management, technical, planning, EPMO, Transformation and Operational governance acceptance was concluded in March 2022. The Detail Design Report will be used to source suitable contractors to execute the project via a Design & Build approach for the remainder of the FIDPM stages.

The Developer will appoint their own preferred contractor(s) and a professional team of consultants responsible for the design review, specifications and drawing review, site supervision, contract administration, financial administration, works completion certification, as-built production, project handover and close-out during the remaining FIDPM stages for the whole of the scope of works. Tenderers are to consider this when preparing their bids.

1.2.4 Implementation Phase (FIDPM Stages 4-7 = ECSA Stages 5 and 6)

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

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

During this phase the JMT role will be to monitor all aspects of the works on behalf of the Employer and work closely with the Employer to protect their rights and recommend the appropriate actions. The JMT Project Manager and full-time Construction Monitoring (ECSA Level 3 Pr Eng/Pr Tech Eng) will liaise closely and report directly to the Employer designated representative. In addition to this the JMT will be responsible for reviewing designs and specifications managed by the ECC appointed NEC3 designated Project Manager, Supervisor and Contractor. The construction monitoring team will consist of the core team,

supplemented with additional support staff as deemed necessary by the JMT to fulfil the obligations. It is accepted that the core team will on a continuous basis be supported by the office-based team.

1.2.5 Services to be provided by the JMT listed below in tasks:

Task 1 Project Management Support

The following project management support will be provided:

Task 1a Joint Monitoring Team Co-ordination

The Consultants effort will be co-ordinated and managed. In addition, a monthly progress report will be prepared. This report will be supplementary to the contractor's monthly report and will include:

- 1) Contractor's progress in terms of Engineering, Procurement, Construction and Commissioning.
- 2) Risks and Concerns.
- 3) Contractor's Action Item List (pending and unresolved requiring attention).
- 4) The Quantity Surveyor's monthly report and all financials.
- 5) Summary of the CPG monitoring report and CIDB Build Programme compliance.

Task 1b Contract Administration Support

This administration team will assist with the Employer and Consultant for on-site and off-site project administration will include as guidance but not be limited to the following:

- 1) Establish and maintain an offsite office.
- 2) Site visitor facilitation and escorting.
- 3) General administration such as printing, photocopying, note taking, presentations preparation, site books, etc.
- 4) Contractor detailed fee account verification, scrutiny and acceptance.
- 5) Contractor invoice allocation, accounting and project payment summaries for ACSA.
- 6) Project documentation and record keeping in line with an ACSA agreed document control system. ACSA PMO approved templates only for all official reporting.
- 7) Assisting by monitoring the Contractor and their Consultants with compliance of all requirements established and defined in the Design & Build contract as well as those which are a legal, regulatory or Statutory industry requirement.
- 8) Assist with compliance and auditing field work required by ACSA, the applicable agencies, regulators, auditors or external stakeholders.
- 9) Employers and Consultant's on-site administration.
- 10) Site documentation filing and control.
- 11) Site office house-keeping functions.

The off-site administration will allow for an off-site document management and filing.

Task 1c Capacity Building

The capacity building and skills development will form part of the CIDB Build Programme which will be carried out by the Design & Build appointed contractor and consultant. The project specific studies/learnerships will be identified and presented to the Employer for ratification prior to contracting with the first review and assistance from the JMT.

Task 2 Project Specialist Commercial, technical and Legal Support

Task 2a Project Commercial Compliance Monitoring

Regular project audits will be carried out by the JMT.

- 1) Contractor's compliance with contract and commercial conditions.
- 2) Agreement prior to acceptance of first Payment Certificate and Consultant fee accounts of the structure and details included and aligned with the contract agreement accepted priced offer.
- 3) Penalties – Advise Employer that penalties imminent (to instruct Contractor to carry out remedial actions) or that penalties are due.
- 4) Adjudication of claims and preparation of Contract Deviation or Modifications for the Employer acceptance and approval.
- 5) Working and producing outputs on all commercial and contract conditions within the governance and compliance requirements of the Employer.

Review the invoices as submitted by Contractor in terms of:

- 6) Compliance with payment schedule.
- 7) Correctness of escalation calculation claims.
- 8) Correctness of special material escalation claims.
- 9) Included quantities measured and claimed test results have all been confirmed as passed/accepted by a SANAS accredited library or professional registered competent person.
- 10) Sample measurements of claimed works completion presented to the Employer prior to acceptance of the payment certificates.
- 11) Review and presentation to the Employer of the various consultants fee accounts.

Task 3 Transformation Monitoring and Evaluation

Regular project audits will be carried out to ensure that the CPG targets set in the Contract are met. This task will include:

Sub-Task 3a Mobilisation and Strategy Confirmation

This phase will ensure that the project is properly established and planned and that clear responsibility, reporting and communication protocols are established and agreed. There are a number of issues that could fundamentally affect the course of the project e.g. availability of information and its conveyance, statistics etc. To achieve a successful outcome, a robust project plan is required that addresses these key

issues adequately prior to commencement of the works and approved before the first Payment Draw can be certified. Our approach includes a process for ensuring that these issues are identified and planned for in the earliest stages and in a timely manner. The tasks undertaken here will prepare the way for the delivery of the subsequent phases and serves the purpose of confirming method of approach as well as additional aspects that the Employer may require.

The deliverable for this sub-task is a report that includes:

- 1) Role and responsibilities of the Employer and NEC ECC Design & Build appointed Contractor, Project Manager and Supervisor
- 2) CPG approach and indicators
- 3) CIDB BUILD Programme approach and compliance
- 4) Reporting template on CPG and CIDB BUILD Programme Performance
- 5) Inspection and reporting schedule

Sub-Task 3b Monitoring and Evaluation

All performance targets and NEC ECC commitments by the Contractor and their consultants must be in compliance with the requirements of the Contract. Problems and deviations from contractual agreements and project plans relating to Transformation related performance targets and commitments must be detected through early warnings and the and necessary preventive or corrective action (punitive and/or remedial) taken.

Task 4: Design and Specification Review

The NEC ECC Contractor, Supervisor, Project Manager and Engineers will submit drawings, designs, contract/site instructions, test results and other documentation for review. This task requires various technical specialists from the JMT to review and give comment upon submission and confirm acceptance. The JMT will ensure that the time to review and comment will be within the period provided in the main NEC ECC Contract terms and conditions.

Task 5: Construction Monitoring

This task provides for site staff to monitor the construction to ensure that the NEC ECC Contractor Supervisor, Project Manager and Engineers implements and constructs the infrastructure in accordance with the engineering drawings, specifications and contract/site instructions issued by the NEC ECC team and reviewed by the Employer and the JMT in Task 4.

Task 6: Commissioning and Acceptance Support

This task provides for site staff to monitor the acceptance commissioning and testing to ensure that the completed infrastructure complies with the Employer Requirements.

Included in this task are:

- 1) Review and comment acceptance test procedures submitted by the Contractor.
- 2) Attend and witness acceptance tests as follows:
 - a) Factory acceptance tests if deemed necessary in the acceptance test procedures.
 - b) Sub-system and system acceptance tests on site as listed in the acceptance test procedures.
 - c) Trial operations as listed in the acceptance test procedures.
 - d) Tests after completion as listed in the acceptance test procedures.
 - e) The Scope of Services provides for the attendance of the first test as specified in the acceptance test procedures.
 - f) Verification of SANAS accredited laboratory calibration certificates are up to date for all equipment or systems used during testing.
- 3) Prepare an acceptance test report. This report shall comprise a dossier of a summary of the tests completed and shall be augmented as and when tests are completed.

Task 7 Documentation Management

Task 7a Documentation Management – Contractor Deliverables

This task provides for assistance to ensure that adequate as-built information and maintenance manuals prepared and issued by the ECC.

The Scope of Services include, but are not limited too:

- 1) Review and comment on the documentation frameworks, numbering systems as proposed by the contractor.
- 2) Review and comment on the as built documentation as submitted by the NEC ECC Project Manager.
- 3) Review and comment the operation and maintenance documentation and manuals as submitted by the NEC ECC Project Manager.
- 4) Receive and set up an electronic and paper data base of as-built documents of the documents as delivered by the NEC ECC Project Manager.

Task 7b Airport Documentation

Preparation and assistance with the airport manuals is not included as part of Scope of Supply, as this will be done by ACSA.

Task 8 Environmental Management Support

Ufefe Development Consultants as confirmed has already been appointed to form part of the JMT to be managed by this JMT team leader, the Project Manager.

Task 8a External Environmental Auditor

An environmental auditor will report to the Employer to ensure compliance with the EMP. The environmental audit programme shall include the following:

- 1) Environmental audit of the design to be undertaken periodically (at least every quarter) during the design phase to verify compliance with the EMP, ROD, EPC Contract, and all applicable environmental legislation;
- 2) Environmental audits to be undertaken periodically (at least every quarter) during the construction phase, to verify compliance with the EMP, ROD, EPC Contract, and applicable environmental legislation.
- 3) A periodic audit report (at least every quarter) shall be prepared containing recommendations on design and construction environmental management activities which need to be implemented.
- 4) Audit the implementation of the Contractor's Environmental and Health Training and Awareness program. This audit shall include the personnel induction program as well continuing monitoring of the effectiveness of the program.
- 5) Audit the implementation of the Contractor's HIV/AIDS program.
- 6) Arrange periodic inspection and feedback meetings with Interested and Affected Parties.
- 7) Arrange periodic inspection and feedback meetings with the authorities (National, Provincial and/or Municipal Departments of Environment). Feedback will include comments from Interested and Affected Parties and a summary of the internal audits.

A final environmental audit to be undertaken and a conclusion report prepared at the completion of the construction phase, to verify compliance with the EMP and applicable environmental legislation. The final audit report should contain recommendations on environmental management activities which need to be implemented within the operation and maintenance phases.

Task 8b Environmental impact – Design Support

Provision is made for environmental specialist inputs into the design process (visual, bird nesting in buildings, wetland delineation, etc)

Task 8c Environmental impact – aquatic systems

This task provides for the preparation and execution of water quality management plans. This task may contain elements of overlap with Contractor activities, and the planning of the task will be managed out to prevent duplication of effort and cost. The proposed activities include:

- 1) Prepare aquatic monitoring program;
- 2) Identify a set of water monitoring locations on the site;
- 3) Collect and submit for analysis a set of water samples to serve as site baseline aquatic data;
- 4) Collect and analyse regular water and aquatic samples to monitor aquatic indicators.

Task 8d Environmental impact – construction noise

This task provides for the preparation and execution of the construction noise monitoring plan. The proposed activities include:

- 1) Identify a set of noise monitoring locations on the site, and
- 2) Collect a set of noise measurement readings to serve as site noise level baseline data;
- 3) Collect periodic noise measurement readings, to determine and report construction noise impact

Task 8e Environmental impact – Miscellaneous studies

This task provides for miscellaneous studies to be performed. typically:

- 1) Commission an investigation into the options for offsite mitigation for ultimate airport development.
- 2) Environmental inputs to a fuel transportation study which may be commissioned to investigate alternative aviation fuel transportation
- 3) Air quality plan

Task 8f Risk assessment

Provide support for the risk assessment required in terms of the OSH Act and Major Hazard Installation (MHI) The proposed activities include:

- 1) Identify, analyse and characterise various risks;
- 2) Identify mitigation measures
- 3) Identify emergency procedures to be prepared

- 4) Prepare emergency procedures.

Task 9 Direct Costs and Disbursements

Direct Costs and disbursements will be invoiced on an as occurred basis (substantiated with invoices if applicable):

- 1) Lab and measurement and monitoring expenses such as Water Sample Analysis.
- 2) GIS Hardware and software – A GIS workstation will be established, and an operator will be trained.
- 3) Communications brochures will be prepared and printed.
- 4) Site administration costs.

Scope of Construction Works

The Contractor shall also be responsible for:

- a) Planning, engineering and design of the infrastructure, facilities and equipment as specified in the Technical Requirements
- b) Submit documents to the *Project Manager* for review and comment
- c) Liaising with stakeholders and gaining approvals from all authorities with rights of sanction in respect of Licenses to be procured by the Contractor in terms of the Contract and providing reasonable support to the Employer in obtaining other licenses.
- d) Procurement, delivery, construction and installation of the infrastructure as engineered and designed
- e) Preparation and delivery of as-built drawings and operation and maintenance manuals for the infrastructure
- f) Training of the personnel in the operation and maintenance of the infrastructure as constructed and installed, including the preparation and delivery of training aides.
- g) Procurement, cataloguing and delivery of spares
- h) The provision of test equipment for acceptance test purposes
- i) Carry out acceptance testing, including a period of trial operations

In all matters arising out of the performance of the Contract comply with and ensure that the infrastructure constructed comply with:

- Applicable South Africa National Standards Codes of Practice
- All Laws applicable to the Scope of Work, Site Location and Scope of Services
- IATA and ICAO standards and recommendations
- Treatment Specifications and any other non-statutory codes of practice binding upon the Employer concerning the protection of the Environment; and
- EMP for the rehabilitation construction of the Runways, Aprons, Taxiways and Associated Ancillary Infrastructure at Kimberley Airport.
- Construction Regulations & OHS Act.

As mentioned, the above Scope of Construction Works information is provided as background information to inform the tenderers of the scope and nature of the NEC3 ECC Construction and Engineering Design and Build contract.

TASK 9: OCCUPATIONAL HEALTH AND SAFETY

The Health and Safety Agent Batatise is registered with **SACPCMP** and will perform all duties as laid out in the SACPCMP: Scope of Services for Construction Health and Safety Agents as relevant to a Design and Build approach. The Health and Safety Agent as member of the JMT will report to the Project Manager and the Employer's Representative.

TASK 10: RISK ASSESSMENT

Provide support for the risk assessment required in terms of the OSH Act. The proposed activities include:

- 1) Identify, analyse and characterise various risks;
- 2) Identify mitigation measures
- 3) Identify emergency procedures to be prepared
- 4) Prepare risk reports.

TASK 11: DIRECT COSTS AND DISBURSEMENTS

Direct Costs and disbursements will be invoiced on an as occurred basis (substantiated with invoices if applicable):

- 1) Laboratory and measurement and monitoring expenses such as Water Sample Analysis.
- 2) GIS Hardware and software – A GIS workstation will be established, and an operator will be trained.
- 3) Communications brochures will be prepared and printed.
- 4) Site administration costs (computers, stationery and refreshments).

C3.3 General Matters & Requirements

1. Providing the Services

The Consultant ensures that the Services are fit for the purposes intended and are engineered, the consultant 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 always 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 Kimberley 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 workmanlike 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 17th 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 24th of the month.

The Consultant thereafter submits the invoice with payment certificate attached by the 25th of the month at noon. Invoices received after the 25th will be processed for the following month, i.e. 45 — 60-day payment.

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

- Employer's purchase order number;
- the contract 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 Contractor's 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 Contractor's drawings or other documents.

None of the Employer and/or Others is bound to check the Contractor's drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer and/or Others acceptance, receipt of, or review of, or comment on the Contractor's drawings or other documents or other matter does not relieve the Contractor from responsibility for the Contractor's 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 3 prints on white paper with black lines. 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: ccyy-mm-dd. 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 the works requested in the Scope and as necessary for 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 Contractor 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 Contractor's or Subcontractors drawings of any portion of the Services.

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor retains original documents.

C3.3.4 Programme, Progress Reporting & Meetings

1. Programme

1.1 General Requirements

The programme is submitted in Microsoft Project format. 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 Contractor 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 Contractor 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 Contractor's 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, but is not limited too:

- 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 four-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 Contractor (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 an agreed date 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.

C3.4 REQUIREMENTS OF GOVERNMENT'S PROGRAMME FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

C3.4.1 SCOPE

1. GOVERNMENT POLICY

There is a compelling need to elevate development of previously disadvantaged individuals and enterprises, and leadership. ACSA is required to establish the framework for the development of previously disadvantaged individuals and enterprises.

The objective of ACSA is to promote equity ownership across the different contracting categories and grades, as well as improving skills and performance in the delivery and maintenance of capital works across the public sector.

2. APPLICABLE LEGISLATION

All tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:-

- 2.1 Public Finance Management Act No. 1 of 1999;
- 2.2 Preferential Procurement Policy Framework Act No. 5 of 2000;
- 2.3 The Constitution of South Africa
- 2.4 Broad-Based Black Economic Empowerment Act No. 53 of 2003
- 2.5 National Small Business Amendment Act No. 26 of 2003

C3.4.2 DEFINITIONS

- 1) **BBBEE**
Broad-Based Black Economic Empowerment
- 2) **BO**
Black Owned
- 3) **BWOYO**
Black Woman Owned, Youth Owned
- 4) **CIDB**

- Construction Industry Development Board
- 5) **CPG**
Contract Participation Goals
- 6) **EME**
Exempted Micro Enterprise
- 7) **ISO**
Quality management systems standards
- 8) **JV**
Joint Venture
- 9) **NCDP**
National Contractors Development Programme
- 10) **PPPFA**
Preferential Procurement Policy Framework Act
- 11) **PWPDO**
Persons with Physical Disability Owned
- 12) **SADC**
Southern African Development Community
- 13) **TSS PPM**
Technical Services Solutions – Project Portfolio Management

TABLE A

Size	Total Gross asset value (fixed property excluded) (less than)	Total annual turnover (less than)	Total full time equivalent of paid employees (less than)
Medium	R 5 m	R 26 m	200
Small	R 1 m	R 6 m	50
Very Small	R 0.5 m	R 3 m	20
Micro	R 0.1 m	R 0.2 m	5

C3.4.3 CONTRACT PARTICIPATION

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:

- an increase in local production,
- raw material beneficiation
- retention and employment of black people

- the transfer of skills to black owned EME's and QSE's.

1. Contract Participation Goals (CPG)

CPG refers to the extent to which the contracted resources achieve predetermined transformation objectives, expressed as a percentage (%) of the contract value. Bidders are expected to achieve this target by the end of the project.

2. Bidders are to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.

3. CPG for this contract will be at 51% which will consist of the following B-BBEE elements:

- 3.1. Equity (Target 50%): 45% weighting.
- 3.2. Management (Target 50%): 45% weighting
- 3.3. Enterprise and supplier development: 10% weighting

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **must** subcontract more than 30% of the contract value to entities that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.

5. In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = (0,15 \times (D - Do) \times CA) / 100$$

- where D is the tendered contract participation goal percentage;
- Do is the contract participation goal which the Employer's representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

6. Sample score sheet for Calculation of Contract Participation goals

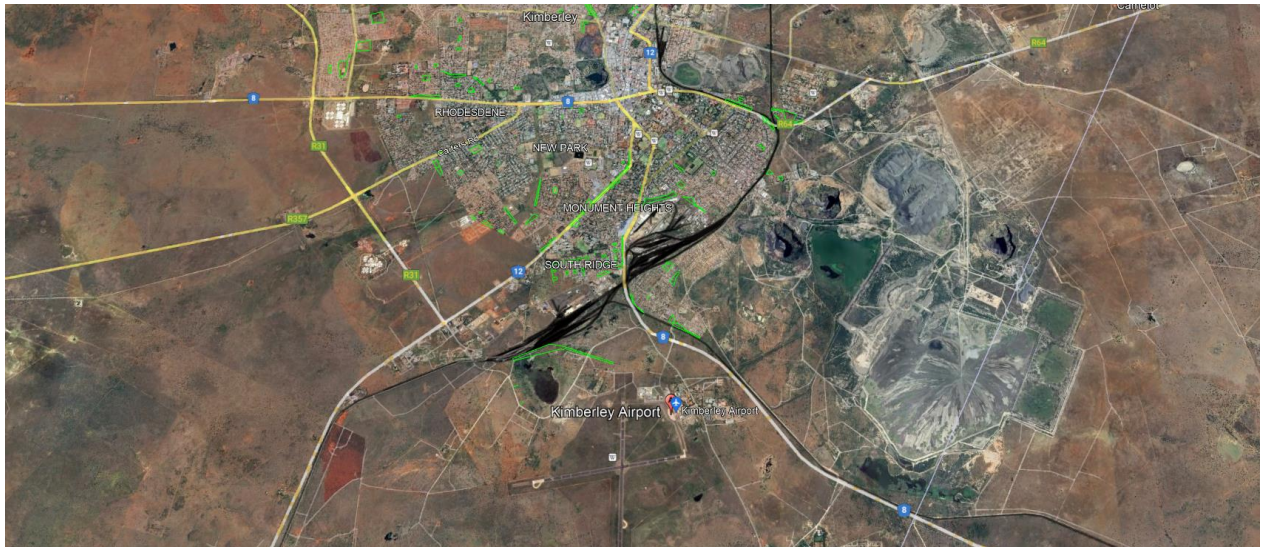
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Part C4: Site Information

Description of the Site and its surroundings

C4.1 Site Location

Kimberley Airport – Site Location Map



The airport is located a few kilometres outside of the Kimberley CBD and travelling along Oliver Road with entry to the airport precinct from Maroela Street.

GPS: 28° 47' 34,47" S ; 24° 46' 22,73" E

C4.2 Site Description

The site for the works is located on the airside of the airfield at Kimberley Airport.

C4.3 Additional Information

Permit requirements for personnel and vehicles to obtain access to airside

For works on AIRSIDE only:

For all work to be executed on the airside of the Airport, security access control permits are required by all personnel.

Similarly, all construction personnel operating construction vehicles on airside must have an Airside Vehicle Operator Permit (AVOP) and must undergo AVOP Training.

All vehicles/equipment operating on the airside must have vehicle/equipment Serviceability Certificates and a Vehicle Permit.

Execution of the works will be during normal airport operations

Execution of the works will be while the airport is in full operation. Various stakeholders and service providers make use of airport roads and facilities and it is required that all construction site access points are provided with access control before any works may commence. The contractor is required to keep a record of all vehicles and persons entering the site.

Contractor site establishment areas

The area for site establishment will fall within the Construction Area as indicated on the Site Location Map above. The exact position for site establishment will be agreed between the Contractor, the Project Manager and the Employer.