

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

PROCUREMENT OF PROFESSIONAL SERVICES FOR DESIGN OF RAINWATER HARVESTING AT KING PHALO AIRPORT

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED Applicable at King Phalo Airport (Registration Number: 1993/004149/30)	
and	_____ (Registration Number: (____)) FOR THE PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DESIGN OF RAINWATER HARVESTING AT KING PHALO AIRPORT	
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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the : **PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DESIGN OF RAINWATER HARVESTING AT KING PHALO 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 exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words – Inclusive of VAT)	

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

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

Signature(s)

Name(s)

DATE:

Capacity

**For the
Bidder:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Unless the tenderer (now **Consultant**) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject

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Details

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

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

For the Employer

For the Bidder

Signature (s)

Name (s)

Capacity

**Name and
Address**

**Airports Company South Africa
SOC Limited**

King Phalo Airport

66 Settlers Way, Greenfields

East London

5201

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	P: Percentage Based Contract based on cost of works according to Government Gazette “Guidelines and Processes for Estimating Fees for persons in Terms of the Engineering Profession Act” dated 04 December 2014
	Dispute resolution Option	W1: Dispute resolution procedure

Secondary Options (incorporating amendments)

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Employer's Agent

X11: Termination by the Employer

X18: Limitation of liability

Z: Additional conditions of contract

of the NEC3 Engineering and Construction Contract, April 2013

The *project stages* are:

Stage 1 – Surveys, Inspections

Stage 2 – Concept and Viability

Stage 3 – Detailed Design

Stage 4 – Documentation and Procurement

Stage 5 – Contract Administration & Level 3 supervision

Stage 6 – Project Close Out

10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, King Phalo Airport
	Address	Airports Company South Africa SOC Limited King Phalo Airport 66 Settlers Way, Greenfields East London
	Telephone	5201
	Fax	+27 43 706 1000 N/A

11.2(9)	The services are	PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DESIGN OF RAINWATER HARVESTING AT KING PHALO AIRPORT				
11.2(10)		the following matters will be included in the Risk Register • Availability of as-built information • Access to site • Statutory approvals and ACSA approvals • Site constraints and constructability • Notification of claims • Financial and Procurement				
11.2(11)	The <i>Scope</i> is in	the document called Part C3: Scope of Work				
12.2	The <i>law of the contract</i> is	the law of the Republic of South Africa				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period of reply</i> is	Seven (7) days				
13.6	The <i>period of retention</i> is	1 year(s) following either date of Completion or date of termination of a contract				
2	The Parties' main responsibilities					
20.1	The <i>Employer</i> provides access to the following persons, places and things					
	<table><tr><td>Access to</td><td>Access date</td></tr><tr><td>1 2 3</td><td>Following signing of the contract by ACSA</td></tr></table>	Access to	Access date	1 2 3	Following signing of the contract by ACSA	
Access to	Access date					
1 2 3	Following signing of the contract by ACSA					
3	Time					
30.1	The <i>starting date</i> is	Upon signing of contract by ACSA				
30.2	The <i>completion date</i> is	40 Months from contract start date				
31.1	The <i>Consultant</i> submits a first (preliminary) programme with the tender by	1 Week from the contract start date				
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Two (2) weeks				

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 four (4) weeks, on the 25 th day of each successive month
51.1	The period within which payment is made is	Four to six (4-6) weeks after the receipt of the tax invoice
51.2	The <i>currency of this contract</i> is the	South African Rand
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank as determined from time to time
6	Compensation events	No data required for this section of the <i>conditions of contract</i> .
7	Rights to material	No 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	No data required for this section of the <i>conditions of contract</i>
10	Data for Main Options	
A	Activity based contract	As defined by activities to complete each Built Environment Council Stage (ECSA, SACAP etc) successfully.
11.2(13)	The <i>Time Charge</i> is	the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract
11.2(14)	The <i>Activity Schedule</i> is	In the Pricing Data
11.2(16)	The <i>Price for Services Provided to Date</i> is	the Time Charge for the work which has been completed
11.2(18)	The <i>Tendered total of the Prices</i> is	In the form of offer and acceptance
11.2(19)	The <i>Prices</i> are	In the form of offer and acceptance
21.4	Total <i>Time Charge</i>	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the <i>Employer</i> .
21.4	The <i>Consultant</i> prepares and submits forecasts of the total Time Charge and expenses for the whole of the <i>services</i> at intervals no longer than	Four (4) weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.

W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
X7.1	Delay damages of the whole of the <i>services</i> are	Amount per week is 1% up to a maximum of 10% total value of the Professional fees
X9	Transfer of rights	No data required for this section of the <i>conditions of contract</i> .
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	Name: Address: Airports Company South Africa King Phalo Airport 66 Settlers Way, Greenfields 5201 The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data
X11	Termination by <i>Employer</i>	
X11.1	The Employer may	Terminate the <i>Consultant's</i> obligation to Provide the services for any reason not stated in clause 9
X13	Performance Bond	
X16.1	The <i>performance bond percentage</i> is	10% of Contract Value Refer to Annexure A - performance bond proforma
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 total cost of the incurred losses and or repairs to the damages caused
X18.3	The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total cost of the incurred losses and or repairs to the damages caused
X18.4	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The <i>Consultant's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total costs/liability incurred and/or damages suffered to the employer's property and applies in the contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the <i>Consultant</i> as stated in this contract for - Loss of or damage to the <i>Employer's</i> property, - Delay damages, - Defects liability, - Insurance liability to the extent of the <i>Consultant's</i> risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The <i>end of liability</i> date is	52 weeks after Completion of the whole of the <i>services</i>

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:

Tax invoices

The *Consultant's* invoice.

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

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

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

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

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

Z3

Communications and Notices

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

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

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 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

Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below.

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

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

Panel of Adjudicators

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

Z4.1

Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z5 Interpretation of the law

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

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

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

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

Z7.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
Z7.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z7.3	The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
Z8	Termination
Z8.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
Z9	Cession, delegation and assignment
Z9.1	The <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.
Z9.2	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.
Z10	Ethics
Z10.1	The <i>Consultant</i> undertakes:
Z10.1.1	not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	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.
Z10.3	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.

Z11. Confidentiality

Z11.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

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

Z11.3. This undertaking shall not apply to –

Z11.3.1. Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2. Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and

Z11.3.3. Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time).

Z11.4. The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z12. Employer's Step-in rights

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

Z12.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	Intellectual Property
Z13.1	Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z13.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z13.3	The <i>Consultant</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z13.4	The <i>Consultant</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ the claim ”), which arises out of or in relation to:
Z13.4.1	the <i>Consultant’s</i> design, manufacture, construction or execution of the Works;
Z13.4.2	the use of the <i>Consultant’s</i> Equipment, or
Z13.4.3	the proper use of the Works.
Z13.5	The <i>Employer</i> shall, at the request and cost of the <i>Consultant</i> , assist in contesting the claim and the <i>Consultant</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z14	Dispute resolution: The following amendments are made to Option W1:
Z14.1	Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.
Z14.2	The following clauses are added at the end of clause W1.3:
Z14.2.1	“The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
Z14.2.2	“Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration.”

Z15	The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract
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Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address: Tel No.: Fax No.: Email:	
22.1	The <i>Consultant's</i> key persons are: 1. Name: Job: Responsibilities: Qualifications: Experience:	

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is as required by ACSA	
11.2(10)	The following matters (if any) will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data	
25.2	The <i>Employer</i> provides access to the following persons, places and things	
	1 access to All As-built Information & existing services 2 Relevant Engineering, Operational and Maintenance Personnel of ACSA	access date Following contract signing by ACSA Following contract signing by ACSA
A	Activity based Contract Based on Built Environment Council Stages (ECSA and SACPCMP) deliverables	

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

The successful bidder will be expected to source the following insurance covers:

a) Professional Indemnity insurance:

All projects awarded for less than R50 million should have a PI cover not less than R5 million.

Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

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

2. Fees

1	Project Manager	Guideline Scope of Services and Recommended Guideline Tariff of Fees published by: Engineering Profession Act (Act No. 46/2000) as per the Board Notice 138 of 2015, Government Gazette, 4 December 2015
2	Civil Engineer	
3	Mechanical Engineer/Electrical Engineer	
4	Health and Safety Agent	The South African Council for the Project and Construction Management Professions for: Health and Safety Agents (Act No. 48 of 2000) as per the Board Notice 132 of 2011, Government Gazette, 12 August 2011

3. The Price Schedule covers the items that will be re-measurable.
4. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. Costs for all methods of communication are included in the fee and/or rates.
6. Special printing requirements are included in the fee and/or rates.
7. Provision of standard computer hardware and software are included in the fee and/or rates.
8. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of One meetings with the Employer and/or Others at the airport per month and One site inspections per month upon construction, for the duration of the contract. Site inspections required at KPA.
9. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
10. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.

11. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
12. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

C2.2 Price Schedule

4.2.1 Services

PROFESSIONAL SERVICES FEE SCHEDULE		
PROCUREMENT OF PROFESSIONAL SERVICES FOR THE DESIGN OF RAINWATER HARVESTING AT KING PHALO AIRPORT		
Estimated Construction Value: R2 571 113 1. PROFESSIONAL SERVICES (Civil, Mechanical, Electrical and Project Manager) <i>Basic fees are fixed ..</i>		<i>Guideline Scope of Services and Recommended Guideline Tariff of Fees published by: Engineering Profession Act (Act No. 46/2000) as per the Board Notice 138 of 2015, Government Gazette, 4 December 2015</i>
Descriptions	% of basic fee for each stage	Offered Fee (Excl. VAT)
PHASE 1		
Stage 1 - Inception	5%	R
Stage 2 - Concept and Viability (Concept design)	20%	R
Stage 3 - Design Development	30%	R
Stage 4 - Documentation and Procurement	15%	R
Stage 5 – Construction	25%	R
Stage 6 – Close-Out	5%	R
SUB TOTAL (Excluding VAT)		R
ADD 15% VAT		R
TOTAL (Including VAT)		R

ADDITIONAL SERVICES

	PROFESIONAL SERVICE	RATE	OFFERED FEE (excl VAT)
1.	Land Surveyor/Topographical Studies		
2.	Construction Health and Safety Agent (Professional registered with SACPCMP as Safety Agent)		
3.	Geotechnical Studies		
	SUB-TOTAL (Excluding VAT)		
	ADD 15% VAT		
	TOTAL (Including VAT)		

Notes:

- With reference to clause 24.2 of NEC3 PSC, Procurement of any sub-consultant or specialist services shall be on a 3-quote system, in line with National Treasury regulations, and shall be submitted for ACSA approval before services are rendered. The amounts paid and BBBEE level shall be tracked and reported to ACSA for the duration of the contract. Documentation shall include BBBEE Certificate and valid Tax Clearance Certificate. Failure to follow this process may result in the services not being approved for payment.

DISBURSEMENTS (Allowance for reimbursable expenses)		Amount not set out below shall not be paid under Disbursements
1.	PRINTING	TOTAL
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	SUB-TOTAL (Excluding VAT)	R
	ADD 15% VAT	R
	TOTAL (Including VAT)	R

TOTAL OFFERED FEE SUMMARY FOR SERVICES

Estimated Construction Value: R2 571 113

Basic fees are fixed ..

PROFESSIONAL SERVICES	TOTAL PROFESSIONAL FEES
1. Stage 1 – Inception	R
2. Stage 2 - Concept and Viability (Concept design)	R
3. Stage 3 - Design Development	R
4. Stage 4 - Documentation and Procurement	R
5. Stage 5 – Construction	R
6. Stage 6 – Close-Out	R
7. Additional Services	R
8. ACSA personnel training (operational training)	R
9. Disbursement	R
Add 10% contingency	R
Sub-total (Excluding VAT)	R
Add VAT 15%	R
TOTAL PROFESSIONAL OFFERED FOR VALUE BASED FEES (INCL. VAT)	R

PROVISION FOR ANY ADDITIONAL SERVICES (OUTSIDE THE NORMAL SCOPE OF SERVICES) HOURLY RATES

NB: SUBJECT TO PRIOR APPROVAL BY ACSA

(ALL INCLUSIVE RATE)

	DESCRIPTION	RATE EXCL VAT	RATE INCL VAT
1.	Professional Engineers/ Technologist (Civil)		
2	Professional Engineers / Technologist (Mechanical)		
3	Professional Engineers/ Technologist (Electrical)		

DISBURSEMENT SCHEDULE

(a) Only project related costs listed below and presented to ACSA will be compensated by ACSA.

(b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of

the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by

both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.

(c) All rates are exclusive of VAT

(d) Cellular calls and Travelling during Construction will be recovered through the Contractors' Claim.

(e) AIT (Airside Induction Training) and Permits should be costed under disbursements (costing schedule to be provided)

(f) No mark-up on any disbursement cost will be paid.

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

- Travelling (except for on-site travelling) and accommodation
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)

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

Part C3: SCOPE OF SERVICES

C3.1.	Employer's Scope of Services
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The appointed Consultant will be required to:

5.1. Stage 1: Inception Report (*Project Initiation*)

- Convene a project start-up meeting of the project.
- Attend project initiation meetings and stakeholder engagement meetings
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans related to the project.
- Deliverables will include report on project, site and functional requirements. Schedule of required surveys, tests, analyses, site and other investigations, Schedule of consents and approvals.

5.2. Stage 2: Preliminary Design (*Concept Stage*)

- Prepare and finalise the project concept in accordance with the brief, including project scope, project scale plus preliminary programme and viability of the project.
- Conduct design meetings as required.
- Establish that the design is compliant with ACSA regulatory authorities' requirements and incorporate these into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Coordinate design interface with the necessary relevant individuals from ACSA CTIA and external stakeholders.
- Advise client on asset outages and duration of outages where applicable.
- Prepare traffic accommodation drawings for approval by the Airfield Manager.
- Prepare preliminary process designs, preliminary designs, and related documentation for approval by relevant authorities and client and suitable for costing. The preferred option shall incorporate best engineering practices while maintaining cost effectiveness.

5.3. Stage 3: Detailed Design

- Following from the Prelim Design Report, after consultation with the Employer, prepare Detailed Design of the agreed concept
- The detailed design shall include all the requirements as contained in section 1 above on the scope of works and shall take into consideration all relevant standards.
- Employer to Review Design Report for conformity with general design intent and Employer's requirements
- Obtain approval for the proposed plans and programs from relevant Stakeholders.
- Provide finalised operational impact mitigation documentation and drawings and contingency plans to deal with asset outage for approval and communication.
- Get the proposed plans approved by the City of Cape Town.
- Prepare detailed estimates of construction cost.

5.4. Stage 4: Documentation and Procurement

- Design meetings.
- Prepare specifications and preambles of the work.
- Preparation of the tender documentation for contractor procurement

- Check the cost estimate and adjust designs and documents to remain within approved budget if required.
- Deliverables include: specifications, services co-ordination, working drawings, budget construction costs, tender documentation and evaluation report.

5.5. Stage 5: Contract Administration and Inspection

- Site handover to Contractor
- Construction administration
- Conduct regular site meetings, Technical meetings and other agreed meetings
- Quality Control, works inspection and approval of work completed according quality and specifications inclusive of a post as built survey.
- Monitor implementation of quality assurance procedures by other consultants and contractors
- Attend regular site, technical and progress meeting.
- Financial Control and agreement of interim payment certificates
- Adjudicate and resolve financial claims from the Contractor
- Assist in the resolution of financial claims by Contractor.
- Practical Completion and defects list
- Completion Certificate
- Final Completion

5.6. Stage 6: Close Out

- Fulfil and complete the project close out including necessary documentation to facilitate effective completion, handover and operation of the project.
- Inspect and verify the rectification of the defects.
- Receive, comment and approve relevant payment valuation and completion certificates.
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties
- Prepare and procure as built drawings and documentation
- Conclude the final accounts.

1. PROJECT BACKGROUND

There is a need for an alternative source of water supply to the terminal building ablutions, currently the main source of supply is from the municipality. There is a risk of service interruptions during municipality routine maintenance as well as unforeseen pipe bursts. KPA is in need of water tanks that will supply the terminal building to ensure business continuity and efficiency.

2. DETAILED DESCRIPTION OF WORKS

The Scope of the works will comprise of the following:

- Conduct a feasibility study and provide a recommendation for the most cost efficient, low maintenance and sustainable rainwater harvesting solution.
- When carrying out the works the service provider will be required to adhere to the following standards.

Description and Standard Number
Quality management systems
National Water Act 36 of 1998
Water Services Act 108 of 1997
Wastewater and Industrial Effluent By-Law, 2013
SANS 241-1 and SANS 241-2
Occupational Health and Safety Act

C3.2	General Matters & Requirements
1.	Providing the Services
1.1	The Consultant ensures that the works are fit for the purposes intended and are engineered, procured and managed in accordance with this contract and Good Engineering and safety practices.
1.2	The Consultant exercises due skill, care and diligence in providing the Services. The standard of skill, care and diligence required is that of a Consultant seeking in good faith to perform his contractual obligations and in so doing and in the general conduct of his undertakings observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced international Consultant in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Services.
1.3	The Consultant uses a sufficient number of appropriately qualified professionals and other individuals who are suitably skilled, competent and experienced in their respective professions or occupations and provides all necessary supervision to plan, arrange, direct, manage and inspect the services and generally for the satisfactory and safe execution of the Services. Without limitation, supervision is carried out by a sufficient number of appropriately qualified persons who are suitably skilled, competent and experienced in the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents).
1.4	The Consultant represents that he is and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.
2.	Except to the extent otherwise expressly stated in this contract:
2.1	The Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
2.2	The Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
2.3	the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.
3.	Compliance with Laws
3.1	The Consultant keeps himself fully informed of and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to Provide the Services and/or Works). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.
4.	Compliance with Codes & Standards

4.1	The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognized codes and standards which are accepted by the Employer.
4.2	In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.
5.	Services of the Employer and Others
5.1	The Services are part of a project at King Phalo 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.
5.2	Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services is such that the least interference reasonably possible will result to the Airport Operations and to Others and such sequence is determined by the Employer.
5.3	The Consultant is considered to have allowed for reasonably anticipated delays and interference to the Services for these interfaces. Cooperation is required between the Consultants and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.
5.4	At the earliest possible date, detailed programmes prepared for all other project works having interfaces with the Services are discussed by the Employer with the Consultant in order that the phasing, duration, use of working areas, attendance work etc. can be drawn into overall programmes for the project works.
6.	Consultant's Organisation
6.1	Unless included in this contract, the Consultant submits to the Employer, within two weeks of the starting date, a chart showing the organogram for Providing the Services. The chart includes the identities of the key personnel to be employed. The Consultant also includes the curricula vitae of the key personnel.
6.2	The Consultant promptly informs the Employer in writing of any revision or alteration of such organogram chart. The appointment or replacement of key personnel is subject to core clause 22.1 of this contract.
7.	Personnel
7.1	The Employer may, having stated his reasons, instruct the Consultant to remove any person engaged by the Consultant or any Subcontractor (whether or not an employee). The Consultant then arranges that, after one day, that person has no further connection with the work included in this contract.
7.2	The Consultant takes all necessary precautions to prevent any unlawful, riotous or disorderly conduct or behaviour by or among his and his subcontractors employees, agents or invitees or any other person for whom the Consultant is responsible whether under this contract or in law.
7.3	The Consultant, in the execution of the Services, maximises the use of local persons, - Local persons are persons ordinarily resident within a 50 km radius of the Site.
8.	Order of Services
8.1	In those parts of the Services where interference is likely to occur between items being provided under this Contract and items provided by the Employer or by Others, work shall not be commenced until the Employer has given his acceptance.

9.	Methods of Working
9.1	The Consultant may execute the contract in accordance with his own standard work execution plans and procedures to the extent that they do not conflict with the provisions of this contract.
9.2	The Consultants methods of work are at all times such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk.
9.3	Notwithstanding any omission from the Scope, the Services are performed and completed with skill and care expected of professionals in their respective disciplines.
10.	Method and Resources Statements
10.1	The Consultant, whenever required by the Employer, submits details of the resources, arrangements and methods which the Consultant proposes to adopt for providing the Services.
10.2	No significant alteration to these resources, arrangements and/or methods is made unless it is first accepted by the Employer.
11.	Change Control
11.1	The Consultant does not change or substitute a design which is required by this contract or has previously been accepted by the Employer unless the Employer has accepted the change or substitution. The Employer is under no obligation to accept the change or substitution and no claim will be considered if the change or substitution is not accepted.
12.	Notice Boards
12.1	The Consultant is permitted to display two notice boards advertising this contract on or near the Site or access points to the project area. The notices are of a form and in a position accepted by the Employer and include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the approval of the Employer.
13.	Invoicing and Payment
13.1	The Consultant submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim.
13.2	The Employer's Representative issues a payment certificate for the amount which they have assessed by the 25th.
13.3	The Consultant thereafter submits the invoice with payment certificate attached to Invoices.Acsa@airports.co.za by the 30th of the month. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60 day payment.
13.4	The Consultant ensures that the following are shown the claim and invoice:
13.4.1	Employer's purchase order number.
13.4.2	The contract and PO numbers and title; and
13.4.3	The total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.
14.	Quality Control & Assurance
14.1	The Consultant has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the Employer) to assure that Services, including subcontracted Services, comply with the Scope.

14.2	Within the period stated in the Contact Data, the Consultant submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the Employer. The manual includes pro-forma checklists for all requirements of the Consultants quality control and assurance program and those called for in the Scope.
14.3	Acceptance by the Employer of the Consultants quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the Consultant of his obligation to provide services which meet the requirements of the Contract.

C3.3.3	Drawings & Documents
1.	Comments on Consultant's Drawings and Other Documents
1.1	The Consultant takes due account of any comments made by the Employer and/or Others on the 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 drawings or other documents.
1.2	None of the Employer and/or Others is bound to check the design and build contractors drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. This is the responsibility of the construction monitoring team. The Employer's and/or others acceptance, receipt of, or review of, or comment on the drawings or other documents or other matter does not relieve the Consultant from responsibility for checking the drawings or other documents errors or omissions.
2.	Drawing Requirements
2.1	All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.
2.2	The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble-free construction and operation over the life of the component.
2.3	All copies of drawings submitted to the Employer are provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.
2.4	All drawings are dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings show a graphic scale key plan and north arrow. Dates on drawings are reflected in the following format: dd/mm/ccyy. Revisions are designated RO, RI, R2, R3, etc., commencing with the first issue. All revisions are clearly described in the revision column bearing the revision number.
2.5	All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.
3.	Document Tracking System
3.1	The Consultant establishes a document tracking system to record the dates for the supply and receipt of all drawings, calculations, correspondence and requests for information to/from the Employer and/or Others.
4.	Submission Schedule
4.1	The Consultant submits to the Employer a schedule, within 4 weeks of the starting date and monthly thereafter, of all documents for acceptance. This schedule provides individual titles of drawings and calculations, and their proposed submittal dates, requested in the Scope and as necessary for the review by the Employer

	means of compliance by the Consultant with all aspects of the requirements of this contract.
4.2	The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.
5.	Document Submissions
5.1	The Consultant ensure the submission of drawings, designs and calculations by the contractor for acceptance prior to the start of procurement, as required by the Employer. All such material becomes the property of the Employer.
5.2	All correspondence and submissions are prominently identified as relating to the Services and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures which will be advised by the Employer after the signing of the Contract. All documentation supplied by the Consultant/contractor to the Employer and/or Others in hard copy is also supplied in electronic format. Unless otherwise specified this is MicroStation or AutoCAD format for drawings and MS Office for all other documents.
5.3	The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.
5.4	The Consultant ensures the contractor submits drawings and other documents to the Employer and/or Others for acceptance in sufficient time to permit modifications to be made and for the document to be resubmitted for acceptance to the Employer without delaying the initial deliveries or the completion of the Services.
5.5	Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.
5.6	If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.
6.	Time Required for Acceptance of Designs & Calculations by the Employer
6.1	Not later than one month after receipt, the Employer returns one copy of the document marked "Accepted "Accepted as Noted" or "Not Accepted", as may be appropriate.
6.2	The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.
7.	Format for Retention
7.1	The Consultant retains original documents.

C3.3.4	Programme, Progress Reporting & Meetings
1.	Programme
1.1	General Requirements
1.1.1	The programme is submitted in Microsoft Project. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer.
1.1.2	The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.
1.1.3	The Consultant allows for public holidays and weekends (as non-working days) in his programme and allows 4 weeks of float for each 12-month period. The programme will take cognisance of the legal requirements relating to working hours. The Consultant allows 1-week buffers strategically to facilitate project contingency to mitigate delays in project completion and/or delays to Others and/or delays to the Consultant.

1.1.4	Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined.
1.1.5	Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.
1.2	Other Information to be Shown on the Programme
1.2.1	The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:
1.2.1.1	Dates for issue and acceptance of drawings;
1.2.1.2	Dates for submission of all documents to internal and external stakeholders;
2.	Reporting
2.1	Monthly Progress Reports
2.1.1	The Consultant submits monthly progress reports to the Employer. Each report covers a period of a calendar month save that the first report covers the period up to the end of the first calendar month following the starting date. Reports are submitted within one week of the end of every calendar month.
2.1.1.1	Each report includes:
2.1.1.1.1	an executive summary,
2.1.1.1.2	charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme,
2.1.1.1.3	for the procurement, manufacture and/or fabrication of each main item of Plant & Equipment and/or Works, the name of the Contractor, Contractor's location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to Site;
2.1.1.1.4	4 week look-ahead schedule;
2.1.1.1.5	comparisons of actual and planned progress;
2.1.1.1.6	colour photographs in digital format showing progress of the Services in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;
2.1.1.1.7	details of actual and planned resources;
2.1.1.1.8	updated cash flow showing actuals for the period being reported on and a revised forecast;
2.1.1.1.9	details of number of each class of the Consultants and each Contractor's and/or Subcontractor's personnel and of each type of the Equipment at the Site for the relevant period;
2.1.1.1.10	a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;
2.1.1.1.11	a list of proposed changes to the Scope and the status thereof;
2.1.1.1.12	a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;
2.1.1.1.13	a list of instructions received by the Consultant (other than instructions from the Employer changing the Scope) during the reporting period listing the date of receipt and the nature of the instruction;
2.1.1.1.14	an updated risk register;
2.1.1.1.15	a list of all notified compensation events detailing their reference numbers, the date on which the underlying cause, circumstance or event arose and when it first came to attention of the Consultant, the compensation claimed by the Consultant and/or

	Contractor, the date on which notice and the details thereof were given to the Employer and the status thereof;
2.1.1.1.16	details and assessment of all areas of concern including details of all notified early warnings and details and assessment of other events and circumstances which may have an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such cost impact and/or delay;
2.1.1.1.17	a current register of drawings and other documents submitted to the Employer or Contractor during the reporting period and the prior reporting period, detailing the date of issue to the Employer or Contractor and, if applicable, the date by which the Employers acceptance is required;
2.1.1.1.18	a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;
2.1.1.1.19	a report on health & safety and environmental matters;
2.1.1.1.20	a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
2.1.1.1.21	details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
2.1.1.1.22	such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.
2.1.1.1.23	An electronic copy and 4 hard copies of each progress report are submitted to the Employers Representative on the first Wednesday of each month.
2.2	Additional Weekly and Daily Reports
2.2.1	Following mobilization at the Site the Consultant, in addition, submits to the Employer (in electronic copy and 4 hard copies):
2.2.2	weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarizing Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
2.2.3	daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.
2.3	Reports on Disputed Work
2.3.1	For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.
2.4	Additional Reports
2.4.1	The Employer is entitled to request the Consultant to provide additional reports when in his opinion they are warranted to monitor the progress of the Works.
2.5	Meetings
2.5.1	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.
2.5.2	The Consultant records these meetings and issues detailed minutes within 1 week.
2.5.3	The Consultant also attends informal weekly meetings on Site as required by the Employer and/or the Contractor.
2.5.4	The Consultant's key persons attend all meetings.

2.5.5	There is an average of four meetings per month.
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3.3.5 Compliance with Codes & Standards

The Works comply with the latest edition codes and SANS 10400 and international standards stated below and/or in the Scope and Good Engineering and Construction Practices'. To the extent not stated, the Works comply with internationally recognised codes and standards which are accepted by the Employer.

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

The minimum ACSA requirements are:

- (a) the requirements of the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2003;
- (b) Legislation By-Laws and Regulations applicable to the area within which the project falls;
- (c) the code of practice for the Application of the National Buildings Regulations, (SANS 10400);

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

¹ Good Engineering and Construction Practices are the relevant practices, standards, recommendations, methods, procedures and acts used internationally by skilled contractors engaged in the design, engineering, construction, testing and commissioning of work similar in nature and extent to the Works that, at a particular time, with the exercise of reasonable judgment, care, attention in light of the facts known or that reasonably should have been known to the party making a decision at the time a decision is or should be made, would be expected to accomplish the desired result in a manner consistent with Laws, reliability, safety, environmental protection, economy and expedition. With respect to the plant and the Works, Good Engineering and Construction Practices include taking reasonable steps to ensure that:

- (i) Adequate materials, resources and supplies are available to undertake the Works under normal conditions.
- (ii) Sufficient design, engineering, construction and safety personnel are available and are adequately experienced and trained to design, construct and test the Works properly, efficiently and within applicable Laws, manufacturer's guidelines and specifications and API and EI standards and recommendations;
- (iii) Appropriate monitoring of construction and commissioning to ensure that the Works are completed to the required standards, tolerances and specifications. That construction as designed and all services installed will function orderly for the period stipulated and provide all necessary assurance to this effect.

DISBURSMENT SCHEDULE

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

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

(b) All rates are exclusive of VAT

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

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

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

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

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

Part C4: Site Information

1. Description of the Site and its surroundings

1.1 General description

Floor Layout: King Phalo Airport (To be Shared).

1.2 Key site data

The sites are located at King Phalo Airport. The Consultant is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.

1.2.1 Access

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

1.2.2 Permits

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

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

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

1.2.3 Cell phones and two-way radios

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

1.2.4 Hidden and other services within site

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