



AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA, KSIA

PROJECT NUMBER : [Abstract]

SCM Ref no. : [Category]

JOINT MONITORING TEAM PROFESSIONAL SERVICE PROVIDERS TO REVIEW AND COMPLETE STAGE 3, AND CONTINUE WITH STAGE 4, 5 AND 6 FOR THE NEW CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE AT KING SHAKA INTERNATIONAL AIRPORT FOR A DURATION OF 12 MONTHS.

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at: KING SHAKA INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Professional Service Provider)

(Registration Number : _____)

for **JOINT MONITORING TEAM OF PROFESSIONAL SERVICE PROVIDERS TO REVIEW AND COMPLETE STAGE 3, AND CONTINUE WITH STAGE 4, 5 AND 6 FOR THE NEW CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE AT KING SHAKA INTERNATIONAL AIRPORT FOR A DURATION OF 12 MONTHS.**

CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Contents:	
Part C1	Agreements & Contract Data
C1.1	Form of Offer and Acceptance
C1.2a	Contract Data provided by the Employer
C1.2b	Contract Data provided by the Contractor
C1.3	Pro-forma Guarantee
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
C4.1	Site Information

Part C1: Agreement 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:

CONSORTIUM/TEAM OF PROFESSIONAL SERVICE PROVIDERS TO REVIEW AND COMPLETE STAGE 3, AND CONTINUE WITH STAGE 4, 5 AND 6 FOR THE NEW CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE AT KING SHAKA INTERNATIONAL AIRPORT FOR A DURATION OF 12 MONTHS.

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

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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;

R including VAT (in figures)

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 tenderer:

(Insert name and address of organisation)

Name & signature of witness

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 **Consultants** 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

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 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

Airports Company South Africa SOC Limited

King Shaka International Airport,
La Mercy,
KwaZulu-Natal,
4407

Name & signature of witness _____

Date

Part C1.2 Contract Data

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

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

Part one - Data provided by the *Employer*

1	General
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The *conditions of contract* are the core clauses and the clauses for **Main Option: A- Lump Sum Contract with Activity Schedule**

Dispute resolution Option clause : W1

Secondary Options

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 Professional Services Contract , April 2013.

The *project stages* are:

<i>Project stage</i>		Key deliverable at end of each stage as described in the Scope and accepted by the <i>Employer</i>
No	Description	
1	Detailed Design	Review and finalize the existing Stage 3 submission (Detailed Design Report and Construction Drawings) which was compiled by previously appointed Professional Service Providers, Submit the complete Stage 3 Report for approval by the Client.
2	Documentation and Procurement	Complete Procurement Documentation inline with ACSA’s policy and procedures Bill of Quantities, Scope of Work, Activity Schedule for Construction Works, Quality of Work management system, Evaluation criteria (to use during evaluation), Financial forecast, Project Program, etc.
3	Contract Administration and Inspection	Construction Monitoring - Level 2 Inspection for all Professional Services. Regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands. Review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate
4	Close-out	As Built, operations and maintenance manuals. Final approval Certificates signed by all parties and project documentation submitted into the <i>Employer</i>

10.1 The *Employer* is: Airports Company South Africa SOC, Cape Town International Airport

Airports Company South Africa SOC Limited

 King Shaka International Airport,
 La Mercy,
 KwaZulu-Natal,
 4407

11.2(9) The *services* are: Professional Engineering Services for Chemical/Flammable Liquid and Substance Store at King Shaka International Airport

11.2(10)	The following matters will be included in the Risk Register	
	<ul style="list-style-type: none"> • Occupational Health and Safety • Availability of as-built information • Availability of existing stage 3 documents • Availability of the Geotechnical report • Access to site and permit to work • Statutory approvals and ACSA approvals • Site constraints and constructability • Notification of claims • Financial and procurement 	
11.2(11)	The Scope is in the document called Part 3: 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 for reply</i> is 7 days	
13.6	The <i>period for retention</i> is 1 year following Completion or earlier termination	
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things	
	access to	access date
	1 Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)
	2 Site	Upon award of the project(s)
3	Time	
31.2	The <i>starting date</i> is upon signing of the contract by both parties.	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is Twelve (12) Months after the Starting Date.	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	
	Condition to be met	key date
	1 <i>Review of the existing stage 3 submission</i>	23 January 2026
	2 Finalize and submit stage 3 for Client approval	31 January 2026
	3 Complete documentation for stage 5 tendering	22 February 2026
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals of 4 weeks.	
4	Quality	
40.2	The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.	
41.1	The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i> .	
5	Payment	
50.1	The <i>assessment interval</i> ends and starts at 12h00 on the 25 th day of each successive month.	
51.1	The period within which payments are made is 4 weeks, after the receipt of the tax invoice.	
51.2	The <i>currency of this contract</i> is the South African Rand (ZAR).	

51.5	The <i>interest rate</i> is the prime lending rate of 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		
	Refer to C1.4: ACSA Insurance Clauses		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Consultant to submit Insurance Certificate of Professional Indemnity Insurance Cover of R 5 Million	12 Months
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	Consultant to submit Insurance Certificate of Insurance for Public Liability Insurance Cover for R10 Million	12 Months
	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	As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993	
81.1	The <i>Employer</i> provides insurance cover for the project		
82.1	Deductibles: In the event where the consultant defaults in its insurance obligations, the employer may take insurance on their own and then deduct the monthly premiums from the consultant.		
9	Termination		
	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
10	Data for main Option clause		
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than 4 weeks.		
11	Data for Option W1		
W1.1	The <i>Adjudicator</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 Adjudicators provided under the relevant Z clause		
W1.2(3)	The <i>adjudicator nominating body</i> is the current Chairman of the Johannesburg Advocates' Bar Council.		
W1.4(2)	The <i>tribunal</i> is Arbitration		

W1.4(5)	The <i>arbitration procedure</i> is as set out in the Short the Rules for The Conduct of Arbitrations 2013 Edition, 7th Edition Rules of The Association of Arbitrators (Southern Africa).
	The place where arbitration is to be held is Durban, South Africa.
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses
X7	Delay Damages
	Delay damages for each section of the work are calculated as 0.5% of the contract cost per week delayed
X10	The Employer's Agent
X10.1	<p>The <i>Employer's Agent</i> is</p> <p>Name: Matsobane Teffo</p> <p>Address: Airports Company South Africa SOC Limited</p> <p>King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407</p> <p>The authority of the <i>Employer's Agent</i> is Project Manager.</p>
X11	Termination by Employer
X11.1	The Employer may terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.
X18	Limitation of liability
X18.1	<p>The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is Nil</p> <p>The <i>Employer's</i> liability to the <i>Consultant</i> for indirect or consequential loss is Nil</p> <p>The total Direct liability does not exceed 100% of the contract value cumulative total for either party</p>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to the total of the losses incurred and/or repairs to the damages caused.
X18.3	The <i>end of liability date</i> is the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

ADDITIONAL CONDITINS 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 four 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 rejected or accepted by the either 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. An appointed Arbitrator shall provide his written award no later than 30 days following the last day of closing arguments.

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

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

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

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 *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld.

Z9.2 The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.

ADDITIONAL Z – CLAUSES

Z10 Cession, delegation and assignment

Z10.1 The *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld.

Z10.2 The *Employer* may cede and/or delegate its rights and obligations under this contract to any person or entity and may notify the *Consultant* prior to such cession and/or delegation taking place.

Z11 Ethics

Z11.1 The *Consultant* undertakes:

Z not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or
Z 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; and

to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z11.2 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z11.3 If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z12 Confidentiality

Z12.1 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.

Z12.2 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*.

Z12.3 This undertaking shall not apply to –

Z Information disclosed to the employees of the *Consultant* for the purposes of the implementation of
1 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;

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

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);

Z12.4 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*.

Z12.5 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

Z13 ***Employer's Step-in rights***

Z13.1 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*.

Z13.2 The *Consultant* co-operates with the *Employer*, facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z14 ***Intellectual Property***

Z14.1 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.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

Z14.4 The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z14.4.1 the *Consultant's* design, manufacture, construction or execution of the Works;

Z14.4.2 the use of the *Consultant's* Equipment, or

- Z14.4.3** the proper use of the Works.
- Z14.5** The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z14.6** The Consultant will not use in whatsoever manner any of the IP of the Employer without the prior written consent of the Employer.
- Z15** **Dispute resolution: The following amendments are made to Option W1:**
- Z15.1** 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”.
- Z15.2** **The following clauses are added at the end of clause W1.3:**
- Z15.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z15.2.2** “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.”
- Z16** The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Part C1.2 Contract Data

The conditions of contract are the NEC3 Professional Service Contract, April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address:</p> <p>Tel No.:</p> <p>Fax No.:</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key persons are:</p> <p>1 Name:</p> <p>Job: Project Engineer</p> <p>Responsibilities: Overall responsibility of the design and implementation of the project. Primary liaison with the Client (to be present at all Progress Meetings)</p> <p>Qualifications: Minimum BEng or BSc in Civil Engineering, and Pr Eng</p> <p>Experience: Minimum 6 years' experience, minimum of 3 years experience as a Professionally Registered Engineer (Pr Eng)</p> <p>2 Name:</p> <p>Job: Engineer's Representative</p> <p>Responsibilities: Site Monitoring and management</p> <p>Qualifications:</p> <p>Experience: Minimum 6 years experience post qualification</p>
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 12 months after completion of Construction Works
11.2(10)	<p>The following matters (if any) will be included in the Risk Register</p> <ul style="list-style-type: none"> • Availability of As-Built Information • Access to Site • Availability of existing stage 3 documents • Availability of the Geotechnical report • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Progress vs Programme

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	
	access to	access date
1	All As-built Information & existing services	Upon award of the project(s)
2	Existing stage 3 documentation	Upon award of the project(s)
A	Priced contract with activity schedule	
11.2(14)	The <i>activity schedule</i> is in the Pricing Data	
11.2(18)	The tendered total of the Prices is in the Form of Offer and Acceptance	

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).
3. Construction Regulations 2014

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

The parties to this Agreement are:

<p>Name of Organisation:</p> <p style="text-align: center;">AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT</p>
<p style="text-align: center;">Physical Address:</p> <p style="text-align: center;">Airports Company South Africa SOC Limited King Shaka International Airport, La Mercy,</p>

KwaZulu-Natal, 4407

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor/Consultant”

MANDATORY'S MAIN SCOPE OF WORK

CONSORTIUM/TEAM OF PROFESSIONAL SERVICE PROVIDERS TO REVIEW AND COMPLETE STAGE 3, AND CONTINUE WITH STAGE 4, 5 AND 6 FOR THE NEW CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE AT KING SHAKA INTERNATIONAL AIRPORT FOR A DURATION OF 12 MONTHS.

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50, National Building regulations 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 CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

2. REPORTING

The Mandatary and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are always adhered to by himself / herself and his / her employees.

3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 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 Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 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 Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE files for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees always wear the PPE issued to them.

20.2 The Mandatary shall always monitor compliance to PPE of his/her own employees, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or

installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall always adhere to the speed limits and road signs on the premises.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply low service damages/penalties as stipulated on the main contract between Mandatory and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatory continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatory hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatory and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatory's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatory or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY

ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation

of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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 MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Part C1: Agreements and Contract Data

C1.4: ACSA Insurance Clauses

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

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

1. Insurance requirements for PROJECTS with a value below R50 million on the LANDSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50 million, and with a duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 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.

2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

(Note: This is the Insurance Requirement which will be applied for this security boundary wall Project.)

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50million, and with duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R525 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- Contractors / consultants should re-insure the deductibles.

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 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 R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 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.

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

- 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 contractor is awarded (Email: nokulunga.masiza@airports.co.za).

3.1 Contract Works

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

- All Civil Work and Earthworks – R300 000 deductible (excess);
- All other claims – R300 000 deductible (excess);
- Other property insured – R700 000 deductible (excess);
- Contractors / consultants should re-insure the deductibles.

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

3.3 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.

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 contractor 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:

- 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

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R1 025 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- 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.

5. Insurance requirements for PROJECTS with a value above R1 billion, on either LANDSIDE or AIRSIDE

- The deductibles stipulated above on paragraphs 1; 2; 3; and 4 do not apply to projects with a value above R1 billion
- Applicable deductibles will be determined on a project by project basis when insurers are approached for cover
- Details of projects above R1 billion should be forwarded to ACSA Treasury (Nokulunga.masiza@airports.co.za), **before the publication of the tender document.**

Part C2: Pricing Data

C2.1 Pricing Instructions

Remuneration for Professional Services

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

The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.

The Activity Schedule as completed by the Tenderer shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete the works as set forth or as implied in the documents on which this Contract is based.

The appointment of the company, comprising the successful professional team, will be in accordance with the NEC3 Professional Services Contract, April 2013, as amended by ACSA's specific requirements at an operational airport.

The key professionals that are required on this project are as follows:

	Resources	Scope
1.	Principal Consultant, PrEng	Team Lead
2.	Civil Engineer/ Civil Technologist (NQF 7 or Higher)	Civil and Structural Engineering
3.	Architect/ Architectural Technologist (NQF 7 or Higher)	Concept, layouts and finishes
4.	Mechanical Engineer/ Mechanical Technologist (NQF 7 or Higher)	HVAC and Fire Systems
5.	Electrical Engineer/Electrical Technologist (NQF 7 or Higher)	Electrical Engineering
6.	Quantity Surveyor/ Quantity Surveying Technologist (NQF 7 or Higher)	Detailed Estimates and Construction Bill of Quantities

The fee proposal shall be based on a lump sum per stage inclusive of all discipline's costs, No admin fee shall be payable on sub-consultant remuneration.

The objective of the Employer is to develop project lifecycle capability for his trainee engineers. As such, this project is identified to offer training and development for two Candidates (a Graduate Civil Engineer and a Civil Engineering Technician) to partake and be trained by the Consultant throughout this project. The Consultants should allow sufficient hours of involving, training, guiding, and checking the ACSA's two Candidates work for the duration of the project.

NB: Tenderers must only price in accordance with the pricing schedule below. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Permits for Access to the Airport restricted areas

Please note that before working at the King Shaka International Airport, all personnel (all members of the professional team) will be required to be in possession of an ACSA permit.

The Consultants will be compensated for costs relating to ACSA required permits, but will not be compensated for the labour, markup or time spent in obtaining the permit.

Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses – where applicable.

The Consultant must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process and the SAPS background checks.

Note that (within reason) the Consultants will have no claim against ACSA in the event that a permit request is refused.

Further details are obtainable from the King Shaka International Airport Permit Office.

C2.2: Pricing Data

CONSORTIUM/TEAM OF PROFESSIONAL SERVICE PROVIDERS TO REVIEW AND COMPLETE STAGE 3, AND FULLY COMPLETE STAGE 4 TO 6 OF THE NEW CHEMICAL/FLAMMABLE LIQUID AND SUBSTANCE STORE AT KING SHAKA INTERNATIONAL AIRPORT FOR A DURATION OF 12 MONTHS.

Table A1: Normal Professional Fees

	SERVICES ACCORDING TO PROJECT STAGES	% of basic fee for each stage	OFFERED FEE (R)
Item			
A1.1	Stage 1: Inception.	Completed	R 0
A1.2	Stage 2: Concept and Viability.	Completed	R 0
A1.3	Stage 3: Detailed Design <i>NB: Review existing documentation, make corrections and submit revised Stage 3 documents for approval for all disciplines.</i>	25%	R
A1.4	Stage 4: Documentation and Procurement for all disciplines.	10%	R
A1.5	Stage 5: Contract administration and Inspection (Level 2 construction monitoring for all disciplines).	60%	R
A1.6	Stage 6: Close-Out.	5%	R
<i>Total Offered Professional Normal Fees for this Project (Excluding VAT) to be carried forward to Table C1</i>			R

Table B1: Additional Services

Item	Additional Services	Unit	Amount (R)
B1.1	Environmental Control Officer – The officer shall conduct Environmental Impact Assessment and monthly Inspections during construction phase.	L/Sum	R
B1.2	Existing services survey and rerouting plans.	L/Sum	R
B1.3	Geotechnical Assessment (supplementary to the existing geotechnical report for the site).	L/Sum	R

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

B1.4	Construction Health and Safety Agent - OHS Agent to execute the duties as per Occupational Health and Safety Act No. 85 of 1993 and Regulations. The Agent shall be Professionally registered with SACPCMP.	L/Sum	R
B1.5	Preparation, printing, binding of drawings and detailed operation Manuals.	L/Sum	R
B1.6	Subsistence and Travelling costs (Including Level 2 inspections) <i>NB: Proven costs shall be paid without markup as per the National Travel Guideline, Annexure A of National Treasury Instruction NO. 1 of 2024/2025.</i> <i>The consultants shall be liable to cover any S&T costs accumulated above the provisional Lump Sum.</i>	L/Sum	R
B1.7	Permits <i>NB: Only proven costs shall be paid without markup.</i>	Sum	R50 000
B1.8	Health and Safety File.	Sum	R20 000
<i>Total Offered Additional Professional Services for this Project (Excluding VAT) to be carried forward to Table C1</i>			R
Table C1: Summary			
Total - Table A1: Normal Professional Fees			R
Total - Table B1: Additional Services			R
Bidders total Fees (Excl VAT)			R
Sub-Total			
Contingency			R100 000
15% VAT			
Total (Including VAT) Carried to Form of Offer			
Notes to Pricing:			
<ul style="list-style-type: none"> • For all project stages, the prices shall include guidance, oversight, training and development of the Two ACSA's Trainees. The ACSA's Trainees will be involved in all project phases. • Allowance shall be made for time spent in such activities and allowed for in the prices for each stage. • Allowance shall be made for all overheads and materials commensurate with a project of this nature and value. This includes, but is not limited to: <ul style="list-style-type: none"> ○ Relevant design software, either on the Consultants computers or access on the Engineer's laptop ○ Reasonable printing, as related to the size and nature of this project. 			
DISBURSMENT SCHEDULE			
(a) 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, <u>prior to incurring such cost.</u>			

- (b) The project site is at King Shaka International Airport, La Mercy, KwaZulu-Natal (Eastern Cape).
- (c) All rates are exclusive of VAT
- (d) No mark-up will be paid on any disbursement cost.
- (e) Disbursement for the following items shall be covered under Travelling and Subsistence cost in Table B1 of the Activity Schedule and **will not be paid separately**:
 - 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)

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

Notes:

- Project teams should make allowance for all communication and material commensurate with a project of this nature and value. This will include, but not limited to, printing of concept / prelim drawings, detailed design drawings and user drawings for approval and 3D drawings. / representations... etc.
- Note that the final utilised Disbursements will be subject to prior approval by ACSA.
- 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 the BBBEE Certificate and valid Tax Clearance Certificate. Failure to follow this process may result in the services not being approved for payment.

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 (Regulated Hourly Rate)	Provide regulator (i.e. Statutory Body, Company policy, Government Policy, Stats SA....)
1.	PROFESSIONAL ENGINEERS (minimum 6 years' Experience)		
2.	ENGINEERS (minimum 3 years' Experience)		
3.	PROFESSIONAL TECHNOLOGIST (minimum 6 years' Experience)		
4.	Technologist (minimum 3 years' Experience)		

Part C3: Scope of work

C3.1: Employer's Scope

Description of the services

Executive overview

Background:

The chemical/flammable storage facility at King Shaka International Airport was initially planned as a design and build project. The project was initiated in 2017 to mitigate the Environmental Management Audit finding that was observed in August 2016. Due to Covid-19 lockdown, the project could not be completed and subsequently it was deferred in 2021/2022 and the consultants contract cancelled. To conform to the standards and norms and also to alleviate the hazards relating to storage of chemical and flammable substances, it is recommended to resuscitate the project from detailed design stage (stage 3).

To maintain quality assurance, it is recommended that the traditional approach to appoint consultant followed by a separate appointment of a contractor be adopted. This will result with a standalone contract for the Professional Service Providers (Consultants) and another standalone contract for the Work Execution (Contractor). The newly appointed Consultants will conclude stage 3 and provide professional services for stage 4, 5 and 6 as per ECSA's guidelines "*Scope of Services and Tariff of Fees for persons registered in terms of the engineering profession (Act No.46 of 2000)*". The contractor will solely execute the works with supervision/monitoring from the Consultants.

Scope of work:

Provide a Consortium/Team of Professional Services consisting of Architectural, Structural and Civil, Electrical Mechanical and Fire Engineering and Quantity Surveying Professional Services to continue with the professional services from stage 3 for the construction of 180 m² single story Chemical/Flammable Liquid and Substance store facility at King Shaka International Airport. The Professional Service Providers shall:

- Meet all applicable legal requirements not limited to health and safety, environmental, fire and building regulations.
- Revive the project from detailed design (stage 3) and execute all the stages up to close-out (stage 6).
- Provide comprehensive BOQ.
- Provide construction drawings and submit final signed-off plans to the relevant council for approval.
- Draft scope of works and project specifications.
- Package relevant documents for tender documentation.
- Monitor work execution at **level 2** construction monitoring.
- Draft meeting minutes and submit relevant reports including but not limited to periodical progress reports.
- Project closeout.

The PSP shall execute the services in accordance with ECSA's Scope of services and tariff of fees.

Stage 3: Detailed Design Report (DDR)

- Review existing designs, drawings and schedule for compliance within approved budget.
- Provide complete stage 3 detailed and Submit detailed design report for client approval.
- Submit construction drawings including technical details and specifications for client approval.
- Provide final project programme.

- Prepare detailed estimates for budgeting and tendering purpose.
- Submit the necessary design documentation to local and other authorities for approval.
- Provide safety specifications to be addressed by the contractor.

Stage 4: Documentation

The Consultants must prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. The following items shall be prepared by the consultant.

- Prepare specifications and preambles for the works.
- Prepare comprehensive Bill of Quantities (BOQ) for construction tender.
- Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- Formulate the procurement strategy for contractors or assist the Client's buyer with procurement documentations where needed.
- Liaise, co-operate and provide necessary information to the client and relevant stakeholders as and when required.
- Assist the client to evaluate tenders and prepare contract documentation for signature when required.

Stage 5: Contract Administration and monitoring

The consultant will manage, administer and monitor the works execution including preparation and coordination of procedures and documentation to facilitate practical completion of the works. The consultant shall provide **level 2** supervision for construction monitoring. The following activities shall be fulfilled by the consultant:

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule not limited to locality plans, construction drawings, project specifications, municipal approvals, benchmarks and approval of environmental and health and safety management plans.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision-making.
- Attend regular site, technical and progress meetings.
- Inspect the works for conformity to contract documentation as described under Clause 5.1.4.
- Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractors.
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates.
- Witness and review of all tests and mock-ups carried out on site.
- Check and approve contractor's temporary work's drawings, shop drawings and method statements for compliance.
- Update and issue drawings register.
- Issue contract instructions as and when required.

- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Stage 6: Close -out and Handover

The consultant shall fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project. The following activities shall be fulfilled by the consultant:

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

The final reports shall be reviewed and approved by a Professionally Registered Engineer

To be able to manage the contract, the Employer and Consultants will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

Regular meetings of a general nature may be convened and chaired by the *Employer’s Agent* as follows:

Title and purpose	Approximate interval	time & Location	Attendance by:
Risk register and compensation events	Monthly	King Shaka International Airport	<i>Employer’s Agent, Consultants</i>
Overall contract progress and feedback	Monthly	King Shaka International Airport	<i>Employer’s Agent, Consultants</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer’s Agent* by the person convening the meeting within seven days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

Consultant’s key persons

The *Consultants* shall be represented by the Principal Engineer or Team Leader with minimum qualifications, professional registration and experience, the Consultant’s key person will have overall responsibility for this project and No change may be made without prior consultation with and approval by the *Employer*.

The *Consultant* is required to submit an organogram showing the key persons and their lines of authority / communication.

ISO Quality management System

All projects shall be managed in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports and site administration. Consultants must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict international Quality Procedures.

Programme and monthly feedback

A detailed programme for each project needs to be submitted within 14days of appointment and updated regularly/monthly.

Consultation and Client Feedback

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during feasibility preliminary design, detailed design and construction stages will be essential in delivering optimal and acceptable solutions which are in line with ACSA specifications and budget allocations. A monthly progress and cost report shall be done from detail design stage onwards till construction ends.

Understanding the Works

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.

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.

Compliance with Codes & Standards

The Services shall comply with published Engineering codes and standards. 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.

Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

Working on the Employer's property

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme.

This work will be on the Airside area of the airport and the normal operations must be able to continue for the duration of the contract.

People restrictions, hours of work, conduct and records

The work under this contract is to be carried out under operational conditions of the airport and is therefore subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The *Consultant* keeps records of his people working on the *Employer's* property, including those of his Sub-consultants, and the *Employer's Agent* shall have access to these records at any time.

Cooperating with and obtaining acceptance of Others

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 should be such that the least interference possible will result to the Consultant and to Others and such sequence is determined by the Employer. Cooperation is required between the *Consultant* and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

As may be required from time to time or as per statutory requirements, the *Consultant* will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

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.

Things provided by the *Employer*

The *Employer* will issue to the *Consultant* available information that will assist in the carrying out of the services. This information may include Base plans to indicate existing services, Traffic Impact Assessments and other available information.

The providing of this information does not relieve the *Consultant* of their professional responsibility to verify information that will be used as a basis for their designs.

Part C4.1 : Site Information

DESCRIPTION OF THE SITE AND ITS SURROUNDINGS



Figure 1: Locality.

Existing buildings, structures, plant and machinery on the Site

The King Shaka International Airport is a live operational airport with various existing building and infrastructure that are close to and around the area where works will be taking place. It is important that the existing structures are considered during the detailed design review stage.

The proposed building will be constructed between the existing workshop buildings (MB2 and Attic store), the proposed location currently has mini substation, manholes and underground services that will require relocation, refer to figure 2 below.



Figure 2: Project Site

Known services include:

- Buildings in the area
- Electrical cables
- Stormwater pipes
- Sewerage pipes
- Potable water main
- Fibre optic cables
- Communication cables
- The Fuel hydrant system