

**Tender Reference: ORTIA7980/2025/RFP**

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**Request for Bids for the Professional Services (Architect, Engineers, Quantity Surveyors and Construction Health and Safety Agent) for the 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport for a period of four (4) years with tender reference number, ORTIA7980/2025/RFP**

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## **August 2025**

Indicate which service/s you are submitting your bid for by ticking the box provided. (Bidder(s) / Tenderers can participate in one or more discipline by selecting those that they are interested in and will be evaluated on what they select). Bidders are requested to also submit signed contracts for the various disciplines they select.

| Number | Services                             | √ |
|--------|--------------------------------------|---|
| 1      | Multi-Disciplinary Engineers         |   |
| 2      | Construction Health and Safety Agent |   |
| 3      | Quantity Surveyor                    |   |
| 4      | Architect                            |   |

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P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

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**Request for Bids for the Professional Services (Architect, Engineers, Quantity Surveyors and Construction Health and Safety Agent) for the 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport for a period of four (4) years with tender reference number, ORTIA7980/2025/RFP**

**Bid Number:** : ORTIA 7980/2025/RFP

**Issue Date** : 29 August 2025

**Query Closing Date** : 15 September 2025

**Briefing Session** : 09 September 2025 (Microsoft teams)

**Site Inspection** : N/A

**Bid Closing Date and Time** : 29 September 2025

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

**PART A****SBD 1: INVITATION TO BID**

|  |   |                  |  |               |              |
|--|---|------------------|--|---------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>               |   |                  |  |               |              |
| BID NUMBER:  | <b>ORTIA<br/>7980/2025/RFP</b>  | CLOSING<br>DATE: | <b>29 September 2025</b>                       | CLOSING TIME: | <b>11h00</b> |
| DESCRIPTION  | Professional Services (Architect, Engineers, Quantity Surveyors and Construction Health and Safety Agent) for the 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport for a period of four (4) years |                  |  |               |              |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>               |   |                  |  |               |              |
| <b>Tender Box C; 3<sup>rd</sup> Floor North Wing Offices; OR Tambo International Airport</b>             |   |                  |  |               |              |
| <b>1 Jones Road</b>  |   |                  |  |               |              |
| <b>Kempton Park</b>  |   |                  |  |               |              |
| <b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b> |   |                  |  |               |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |   |                  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |               |              |
| CONTACT PERSON   | <b>Davis Mthethwa</b>   |                  | CONTACT PERSON                                 |               |              |
| TELEPHONE<br>NUMBER  |   |                  | TELEPHONE<br>NUMBER                            |               |              |
| FACSIMILE NUMBER   |   |                  | FACSIMILE NUMBER                               |               |              |
| E-MAIL ADDRESS   | davis.mthethwa@airports.co.za   |                  | E-MAIL ADDRESS                                 |               |              |
| <b>SUPPLIER INFORMATION</b>  |   |                  |  |               |              |
| NAME OF BIDDER   |   |                  |  |               |              |
| POSTAL ADDRESS   |   |                  |  |               |              |
| STREET ADDRESS   |   |                  |  |               |              |
| TELEPHONE<br>NUMBER  | CODE  |                  | NUMBER   |               |              |
| CELLPHONE<br>NUMBER  |   |                  |  |               |              |
| FACSIMILE NUMBER   | CODE  |                  | NUMBER   |               |              |
| E-MAIL ADDRESS   |   |                  |  |               |              |
| VAT REGISTRATION<br>NUMBER   |   |                  |  |               |              |

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|  |  |   |    |                               |  |
|--|--|---|----|-------------------------------|--|
| SUPPLIER COMPLIANCE STATUS   | TAX COMPLIANCE SYSTEM PIN:   |   | OR | CENTRAL SUPPLIER DATABASE No: | MAAA   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |    |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS   |   |
|--|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES                          |
| <input type="checkbox"/> NO  |   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> |
| NO   |   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES                          |
| <input type="checkbox"/> NO  |   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/>                              |
| YES <input type="checkbox"/> NO  |   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/>                              |
| YES <input type="checkbox"/> NO  |   |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |   |

**PART B****TERMS AND CONDITIONS FOR BIDDING**

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .   |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.   |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za). Kindly print and complete.

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. Bid documents must be submitted on or before **11h00(AM)** on the **29<sup>th</sup> of September 2025** using the following method(s):

#### 1.1.1. Hand delivery/Tender Box

The bid document must be delivered to the address below and must be addressed as follows:  
Addressed as: Request for Bids for the Professional Services (Architect, Engineers, Project Managers, Quantity Surveyors and Construction Health and Safety Agent) for the 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport for a period of four (4) years with tender reference number, ORTIA7980/2025/RFP

Delivery address:  
Tender Box C; 3<sup>rd</sup> Floor North Wing Offices;  
OR Tambo International Airport  
1 Jones Road  
Kempton Park

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1.1.2. Bidders are requested to submit both be in printed format **two original and a copies**. Both documents will be legal and binding.



## 1.2. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. The Accounting Officer reserves the right to request bid alternative where deemed necessary or appropriate. Guidance will be provided when alternative bids are requested.

## 1.3. Late Bids

Bids which are submitted after the closing date and time will not be accepted.

## 1.4. Clarification and Communication

|              |                                      |
|--------------|--------------------------------------|
| Name:        | <u>Davis Mthethwa</u>                |
| Designation: | <u>SCM Senior Buyer</u>              |
| Tel:         | <u></u>                              |
| Email:       | <u>davis.mthethwa@airports.co.za</u> |
|              | <u></u>                              |

1.4.1. Request for clarity or information on the bid may only be requested until **15<sup>th</sup> of September 2025**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

1.4.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

## 1.5. Non-Compulsory Briefing

A non-compulsory briefing session will be held on **09<sup>th</sup> September 2025 at 11h00 AM**. The session will be held at the following location:

Microsoft teams [Link to briefing session](#) or see below details for access to the briefing session.

|                               |   |
|-------------------------------|---|
| Microsoft Teams Meeting       | <b>Dial in by phone</b>   |
| Meeting ID: 365 203 991 311 5 | <a href="#">+27 21 834 0841,,727936685#</a> South Africa, Cape Town |
| Passcode: Rp7zF7ft            | <a href="#">Find a local number</a>                                 |
|                               | Phone conference ID: 727 936 685#                                   |

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## 1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

## 1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid;
- 1.7.2. Split the award of this bid;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.
- 1.7.7. This bid document may not be changed or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

## 1.8. Validity Period

- 1.8.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

## 1.9. Confidentiality of Information

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought.





1.9.2. Furthermore,

1.9.2.1 ACSA will not disclose the names of bidders until the bid process has been finalised.

1.9.2.2 Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

#### 1.11. Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: [office@thehotline.co.za](mailto:office@thehotline.co.za)

## **SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK**

### **1. Background and Purpose**

This project was originally initiated in 2014 to provide office space for the Process Optimization (PO) division at OR Tambo International Airport (ORTIA). In 2017, the introduction of GFOM shifted the project's focus toward optimizing the 3rd and 4th floor office spaces.

In 2021, the project board deferred the initiative to FY 2027. However, a security audit conducted in December 2024 identified critical shortcomings in the 4th floor office space, prompting the early resuscitation of the project to address these issues.

### **2. Location**

- 2.1. 3rd and 4th Floor Offices: North Wing, OR Tambo International Airport.
- 2.2. Parking Offices: Multi-Storey Parkade 1 (MSP 1), OR Tambo International Airport.

### **3. Objectives**

- 3.1. Create a more open and airier work environment for ACSA employees.
- 3.2. Foster collaboration through modern office design.
- 3.3. Ensure compliance with building standards and the Occupational Health and Safety Act (OHS Act).
- 3.4. Minimize risks related to workspace ergonomics.

### **4. Scope of Work**

#### **4.1. 3rd and 4th Floor Offices**

- 4.1.1. Reconfigure existing closed offices into open-plan offices in line with the ACSA Office Manual.
- 4.1.2. Implement security upgrades for AGM and GM offices, including:
  - (i) Dedicated access control systems.
  - (ii) Above-ceiling security measures to prevent forced entry.
- 4.1.3. Provide dedicated fire escape routes for AGM and GM offices.
- 4.1.4. Rework all affected services due to layout changes, including:
  - (i) Air conditioning
  - (ii) Wet services
  - (iii) Other applicable building systems

#### **4.2. Parking Offices at MSP 1**

- 4.2.1. Relocate the control room into the existing cashier office space.
- 4.2.2. Convert selected offices into open-plan layouts, aligned with the ACSA Office Manual.

## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality, Price and Preference**. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to give bidders reasonable time to submit information that will be required in Stage 1 below.

3.2 A staged approach will be used to evaluate bids and the approach will be as follows:

| Stage 1                | Stage 2  | Stage 3                       | Stage 5                                     |
|------------------------|--|-------------------------------|---|
| Mandatory Requirements | Evaluate on functionality or the technical aspect of the bid | Evaluate price and Preference | Post tender negotiations (where applicable) |

### 3.3 Stage 1: Mandatory Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

- (i) Completed in full Bidders Disclosure Form SBD 4
- (ii) Tenderer must complete and sign the form of offer in C1.1

### 3.3 Stage 2 Functionality

In determining the bidders capacity and capability to execute the contract/project, bidders will be evaluated on functionality. Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

### 3.3.1 Functionality Criteria

Bidders will be evaluated based on the services (Multi-Disciplinary Engineers and/or Architects and/or Quantity Surveyors and/or Health and Safety Consultants) that they are bidding for – see front page of this bid document for table in which services applicable to this bid are indicated. Bidders must score a minimum of **75 points** per service that they have tendered for in order to proceed to the next stage of evaluation.

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum threshold of **75 points** per service on the functional stage will not be considered further in the evaluation. The bidders need **not** meet the minimum of each sub-criteria as shown in the functionality table. The thresholds on each element of the evaluation are as follows:

All key persons must be professionally registered with the relevant Councils recognised by the Council for the Built Environment – (CBE) - ACSA will verify all registrations.

Project reference form (Appendix E - I) must be filled completely, and contactable references must be provided. Completion certificates and appointment letters will not be accepted.

All projects for References and Key Resources demonstrated must be completed.

### 3.3.2 Functionality Table

#### MULTI-DISCIPLINARY ENGINEERS

| #                  | Functionality Element  | Min                | Max    |              |   |            |    |                    |    |    |    |
|--------------------|--|--------------------|--------|--------------|---|------------|----|--------------------|----|----|----|
| 1.                 | <p><b>COMPANY EXPERIENCE</b></p> <p><b>Multi-disciplinary engineering company experience in major civil and structural works.</b></p> <p>Proof that Tenderer has <b>completed</b> relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 1 in Appendix E to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects</p> <p>(b) Building Services upgrades</p> <p>(c) Multi-storey office renovations</p> <p>(d) Airport Terminal buildings Construction/Upgrades</p> <p><b>(e) Public sector building project except schools.</b></p> <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Projects</td><td>0</td></tr><tr><td>2 Projects</td><td>15</td></tr><tr><td>3 Projects or more</td><td>25</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> | Number of Projects | Points | 0-1 Projects | 0 | 2 Projects | 15 | 3 Projects or more | 25 | 15 | 25 |
| Number of Projects | Points   |                    |        |              |   |            |    |                    |    |    |    |
| 0-1 Projects       | 0  |                    |        |              |   |            |    |                    |    |    |    |
| 2 Projects         | 15   |                    |        |              |   |            |    |                    |    |    |    |
| 3 Projects or more | 25   |                    |        |              |   |            |    |                    |    |    |    |

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| 2.                              | <div><div>KEY PERSONNEL EXPERIENCE &amp; REGISTRATION</div><div>2.1. CIVIL/STRUCTURAL ENGINEER EXPERIENCE</div><div>Proof that Civil Engineer/Structural Engineer has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</div><div>Bidder must fill in Form 2 in Appendix E to be evaluated in this section</div><div>Relevant projects include:</div><div><div>(a) Office reconfiguration and fit out projects</div><div>(b) Building Services upgrades</div><div>(c) Multi-storey office renovations</div><div>(d) Airport Terminal buildings Construction/Upgrades</div><div>(e) Public sector building project except schools.</div></div><table><thead><tr><th>Number of Projects</th><th>Points</th></tr></thead><tbody><tr><td>0-1 Projects</td><td>0</td></tr><tr><td>2 Projects</td><td>10</td></tr><tr><td>3 or more projects</td><td>15</td></tr></tbody></table><div>2.2. PROFESSIONAL REGISTRATION – Civil/Struct Engineer</div><div>Proof that the Engineer has an <b>active</b> professional registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer/ Technologist. See Appendix I.</div><table><thead><tr><th>Registration Status with ECSA</th><th>Points</th></tr></thead><tbody><tr><td>Registered as a Pr Eng/ Pr Tech</td><td>10</td></tr><tr><td>Not Registered</td><td>0</td></tr></tbody></table><div>No points will be awarded to incomplete projects!</div></div> | Number of Projects | Points | 0-1 Projects | 0 | 2 Projects | 10 | 3 or more projects | 15 | Registration Status with ECSA | Points | Registered as a Pr Eng/ Pr Tech | 10 | Not Registered | 0 | 10 | 15 |
|---------------------------------|---|--------------------|--------|--------------|---|------------|----|--------------------|----|-------------------------------|--------|---------------------------------|----|----------------|---|----|----|
| Number of Projects              | Points  |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| 0-1 Projects                    | 0   |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| 2 Projects                      | 10  |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| 3 or more projects              | 15  |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| Registration Status with ECSA   | Points  |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| Registered as a Pr Eng/ Pr Tech | 10  |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
| Not Registered                  | 0   |                    |        |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |
|                                 |   | 10                 | 10     |              |   |            |    |                    |    |                               |        |                                 |    |                |   |    |    |

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|                                 | <p><b>2.5. ELECTRICAL ENGINEER EXPERIENCE</b></p> <p>Proof that Engineer has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 4 in Appendix E to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects</p> <p>(b) Building Services upgrades</p> <p>(c) Multi-storey office renovations</p> <p>(d) Airport Terminal buildings Construction/Upgrades</p> <p>(e) Public sector building project except schools.</p> <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Project</td><td>0</td></tr><tr><td>2 Projects</td><td>10</td></tr><tr><td>3 Projects</td><td>15</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> | Number of Projects            | Points | 0-1 Project                     | 0  | 2 Projects     | 10 | 3 Projects | 15 | 10 | 15 |
|---------------------------------|---|-------------------------------|--------|---------------------------------|----|----------------|----|------------|----|----|----|
| Number of Projects              | Points  |                               |        |                                 |    |                |    |            |    |    |    |
| 0-1 Project                     | 0   |                               |        |                                 |    |                |    |            |    |    |    |
| 2 Projects                      | 10  |                               |        |                                 |    |                |    |            |    |    |    |
| 3 Projects                      | 15  |                               |        |                                 |    |                |    |            |    |    |    |
|                                 | <p><b>2.6. PROFESSIONAL REGISTRATION ELECTRICAL ENGINEER</b></p> <p>Proof that the Engineer is professionally registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer/ Technologist.</p> <table><tr><th>Registration Status with ECSA</th><th>Points</th></tr><tr><td>Registered as a Pr Eng/ Pr Tech</td><td>10</td></tr><tr><td>Not Registered</td><td>0</td></tr></table>  | Registration Status with ECSA | Points | Registered as a Pr Eng/ Pr Tech | 10 | Not Registered | 0  | 10         | 10 |    |    |
| Registration Status with ECSA   | Points  |                               |        |                                 |    |                |    |            |    |    |    |
| Registered as a Pr Eng/ Pr Tech | 10  |                               |        |                                 |    |                |    |            |    |    |    |
| Not Registered                  | 0   |                               |        |                                 |    |                |    |            |    |    |    |
|                                 | <p><b>Total =</b></p>   | 75                            | 100    |                                 |    |                |    |            |    |    |    |

**ARCHITECT**

| #                  | Functionality Element   | Min                | Max    |              |    |            |    |            |    |    |    |
|--------------------|---|--------------------|--------|--------------|----|------------|----|------------|----|----|----|
| 1.                 | <p><b>COMPANY EXPERIENCE</b></p> <p><b>Architectural company experience in building construction projects.</b></p> <p>Proof that Tenderer has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 5 in Appendix F to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p> <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Projects</td><td>0</td></tr><tr><td>2 Projects</td><td>35</td></tr><tr><td>3 Projects</td><td>50</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> | Number of Projects | Points | 0-1 Projects | 0  | 2 Projects | 35 | 3 Projects | 50 | 35 | 50 |
| Number of Projects | Points  |                    |        |              |    |            |    |            |    |    |    |
| 0-1 Projects       | 0   |                    |        |              |    |            |    |            |    |    |    |
| 2 Projects         | 35  |                    |        |              |    |            |    |            |    |    |    |
| 3 Projects         | 50  |                    |        |              |    |            |    |            |    |    |    |
| 2.                 | <p><b>KEY PERSONNEL EXPERIENCE &amp; REGISTRATION</b></p> <p><b>2.1.ARCHITECT EXPERIENCE</b></p> <p>Proof that Architect has completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 6 in Appendix F to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p> <table><tr><th>Number of Projects</th><th>Points</th></tr></table>   | Number of Projects | Points | 20           | 30 |            |    |            |    |    |    |
| Number of Projects | Points  |                    |        |              |    |            |    |            |    |    |    |

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|  | <table><tr><td>0-1 Project</td><td>0</td></tr><tr><td>2 Projects</td><td>20</td></tr><tr><td>3 Projects</td><td>30</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> <p><b>2.2. PROFESSIONAL REGISTRATION</b></p> <p>Proof that the Architect is professionally registered with the South African Council for the Architectural Profession (SACAP) as a Professional Architect/Technologist.</p> <table><tr><th>Registration Status with (SACAP)</th><th>Points</th></tr><tr><td>Registered as a Pr Arch/ Pr Architectural Technologist</td><td>20</td></tr><tr><td>Not Registered</td><td>0</td></tr></table> | 0-1 Project | 0          | 2 Projects | 20 | 3 Projects | 30 | Registration Status with (SACAP) | Points | Registered as a Pr Arch/ Pr Architectural Technologist | 20 | Not Registered | 0 | <b>20</b> | <b>20</b> |
|--|--|-------------|------------|------------|----|------------|----|----------------------------------|--------|--|----|----------------|---|-----------|-----------|
| 0-1 Project  | 0  |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
| 2 Projects   | 20   |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
| 3 Projects   | 30   |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
| Registration Status with (SACAP)                       | Points   |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
| Registered as a Pr Arch/ Pr Architectural Technologist | 20   |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
| Not Registered   | 0  |             |            |            |    |            |    |                                  |        |  |    |                |   |           |           |
|  | <b>Total =</b>   | <b>75</b>   | <b>100</b> |            |    |            |    |                                  |        |  |    |                |   |           |           |

**QUANTITY SURVEYING**

| #                  | Functionality Element  | Min                | Max    |             |   |            |    |            |    |    |    |
|--------------------|--|--------------------|--------|-------------|---|------------|----|------------|----|----|----|
| 1.                 | <p><b>COMPANY EXPERIENCE</b></p> <p><b>Quantity Surveying company experience in major construction projects.</b></p> <p>Proof that Tenderer has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 7 in Appendix G to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p> <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Project</td><td>0</td></tr><tr><td>2 Projects</td><td>35</td></tr><tr><td>3 Projects</td><td>50</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> | Number of Projects | Points | 0-1 Project | 0 | 2 Projects | 35 | 3 Projects | 50 | 35 | 50 |
| Number of Projects | Points   |                    |        |             |   |            |    |            |    |    |    |
| 0-1 Project        | 0  |                    |        |             |   |            |    |            |    |    |    |
| 2 Projects         | 35   |                    |        |             |   |            |    |            |    |    |    |
| 3 Projects         | 50   |                    |        |             |   |            |    |            |    |    |    |
| 2.                 | <p><b>KEY PERSONNEL EXPERIENCE &amp; REGISTRATION</b></p> <p><b>2.1. QUANTITY SURVEYOR EXPERIENCE</b></p> <p>Proof that Quantity Surveyor has completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 8 in Appendix G to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p>  | 20                 | 30     |             |   |            |    |            |    |    |    |

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|                                      | <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Project</td><td>0</td></tr><tr><td>2 Projects</td><td>20</td></tr><tr><td>3 Projects</td><td>30</td></tr></table>   | Number of Projects                  | Points     | 0-1 Project                          | 0  | 2 Projects     | 20 | 3 Projects | 30        |  |  |
|--------------------------------------|---|-------------------------------------|------------|--------------------------------------|----|----------------|----|------------|-----------|--|--|
| Number of Projects                   | Points  |                                     |            |                                      |    |                |    |            |           |  |  |
| 0-1 Project                          | 0   |                                     |            |                                      |    |                |    |            |           |  |  |
| 2 Projects                           | 20  |                                     |            |                                      |    |                |    |            |           |  |  |
| 3 Projects                           | 30  |                                     |            |                                      |    |                |    |            |           |  |  |
|                                      | <p><b>No points will be awarded to incomplete projects!</b></p> <p><b>2.2. PROFESSIONAL REGISTRATION</b></p> <p>Proof that the Quantity Surveyor is professionally registered with the South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor.</p> <table><tr><th>Registration Status with the SACQSP</th><th>Points</th></tr><tr><td>Registered as a Pr Quantity Surveyor</td><td>20</td></tr><tr><td>Not Registered</td><td>0</td></tr></table> | Registration Status with the SACQSP | Points     | Registered as a Pr Quantity Surveyor | 20 | Not Registered | 0  | <b>20</b>  | <b>20</b> |  |  |
| Registration Status with the SACQSP  | Points  |                                     |            |                                      |    |                |    |            |           |  |  |
| Registered as a Pr Quantity Surveyor | 20  |                                     |            |                                      |    |                |    |            |           |  |  |
| Not Registered                       | 0   |                                     |            |                                      |    |                |    |            |           |  |  |
|                                      | <b>Total =</b>  | <b>75</b>                           | <b>100</b> |                                      |    |                |    |            |           |  |  |

**CONSTRUCTION HEALTH & SAFETY AGENT**

| #                  | Functionality Element   | Min                | Max    |              |   |            |    |            |    |    |    |
|--------------------|---|--------------------|--------|--------------|---|------------|----|------------|----|----|----|
| 1.                 | <p><b>COMPANY EXPERIENCE</b></p> <p><b>Construction Health and Safety Agent company experience in major construction projects.</b></p> <p>Proof that Tenderer has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 9 in Appendix H to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p> <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Projects</td><td>0</td></tr><tr><td>2 Projects</td><td>35</td></tr><tr><td>3 projects</td><td>50</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> | Number of Projects | Points | 0-1 Projects | 0 | 2 Projects | 35 | 3 projects | 50 | 35 | 50 |
| Number of Projects | Points  |                    |        |              |   |            |    |            |    |    |    |
| 0-1 Projects       | 0   |                    |        |              |   |            |    |            |    |    |    |
| 2 Projects         | 35  |                    |        |              |   |            |    |            |    |    |    |
| 3 projects         | 50  |                    |        |              |   |            |    |            |    |    |    |
| 2.                 | <p><b>KEY PERSONNEL EXPERIENCE &amp; REGISTRATION</b></p> <p><b>2.1. CONSTRUCTION HEALTH &amp; SAFETY AGENT EXPERIENCE</b></p> <p>Proof that Quantity Surveyor has completed relevant projects with a construction value of R 40 million and above (inclusive of VAT) for each project.</p> <p>Bidder must fill in Form 10 in Appendix H to be evaluated in this section</p> <p>Relevant projects include:</p> <p>(a) Office reconfiguration and fit out projects<br/>(b) Building Services upgrades<br/>(c) Multi-storey office renovations<br/>(d) Airport Terminal buildings Construction/Upgrades<br/>(e) Public sector building project except schools.</p>  | 20                 | 30     |              |   |            |    |            |    |    |    |

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|   | <table><tr><th>Number of Projects</th><th>Points</th></tr><tr><td>0-1 Projects</td><td>0</td></tr><tr><td>2 Projects</td><td>20</td></tr><tr><td>3 projects</td><td>30</td></tr></table> <p><b>No points will be awarded to incomplete projects!</b></p> <p><b>2.2. PROFESSIONAL REGISTRATION</b></p> <p>Proof that the Construction Health and Safety Agent is professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Agent.</p> <table><tr><th>Registration Status with the SACPCMP</th><th>Points</th></tr><tr><td>Registered as a Pr Construction Health and Safety Officer</td><td>20</td></tr><tr><td>Not Registered</td><td>0</td></tr></table> | Number of Projects | Points     | 0-1 Projects | 0 | 2 Projects | 20 | 3 projects | 30 | Registration Status with the SACPCMP | Points | Registered as a Pr Construction Health and Safety Officer | 20 | Not Registered | 0 |  |  |
|---|--|--------------------|------------|--------------|---|------------|----|------------|----|--------------------------------------|--------|---|----|----------------|---|--|--|
| Number of Projects  | Points   |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| 0-1 Projects  | 0  |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| 2 Projects  | 20   |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| 3 projects  | 30   |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| Registration Status with the SACPCMP                      | Points   |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| Registered as a Pr Construction Health and Safety Officer | 20   |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
| Not Registered  | 0  |                    |            |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |
|   | <b>Total =</b>   | <b>75</b>          | <b>100</b> |              |   |            |    |            |    |                                      |        |   |    |                |   |  |  |

### 3.4 Price and Preference

**Form of offer and Pricing Schedule are contained in the NEC3 Professional Services Contracts for each of the services.**

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration

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Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

| <b><i>Specific Goals</i></b>                                     | <b><i>Number of points (80/20 system)</i></b> |
|--|---|
| <b><i>B-BBEE Status Level 1</i></b>                              | <b><i>5</i></b>                               |
| <b><i>B-BBEE Status Level 2</i></b>                              | <b><i>4.5</i></b>                             |
| <b><i>B-BBEE Status Level 3</i></b>                              | <b><i>4</i></b>                               |
| <b><i>B-BBEE Status Level 4</i></b>                              | <b><i>3</i></b>                               |
| <b><i>B-BBEE Status Level 5</i></b>                              | <b><i>2</i></b>                               |
| <b><i>B-BBEE Status Level 6</i></b>                              | <b><i>0.5</i></b>                             |
| <b><i>B-BBEE Status Level 7</i></b>                              | <b><i>0.3</i></b>                             |
| <b><i>B-BBEE Status Level 8</i></b>                              | <b><i>0.1</i></b>                             |
| <b><i>Black youth majority-owned entities</i></b>                | <b><i>5</i></b>                               |
| <b><i>Black women majority-owned entities</i></b>                | <b><i>5</i></b>                               |
| <b><i>Company majority owned by people with disabilities</i></b> | <b><i>5</i></b>                               |
| <b><i>Non- compliant contributor</i></b>                         | <b><i>0</i></b>                               |

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## SECTION 4: MANDATORY AND ADMINISTRATION DOCUMENTS

### 4.1 Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.

### 4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder.

The mandatory and other returnable documents listed in the table follows:

| RETURNABLE DOCUMENTS AND INFORMATION                                      | MANDATORY | ADMINISTRATIVE | SUBMITTED<br>[Yes] |
|---|-----------|----------------|--------------------|
| Priced offer NEC3 PSC Part C2   |           |                |                    |
| Declaration of Interest and Politically Exposed Persons Section 5         |           |                |                    |
| Declaration of Forbidden Practices Section 7                              |           |                |                    |
| Terms and Conditions of RFP Section 8                                     |           |                |                    |
| Bidders must accept the ACSA Terms and Conditions Section 9               |           |                |                    |
| Confidentiality and Non-Disclosure Agreement Section 10                   |           |                |                    |
| Appendix A: Certificate of Authority to Sign Tender                       |           |                |                    |
| Appendix B: Certificate of Authority of Joint Ventures (where applicable) |           |                |                    |
| Appendix C: Record of Addenda to Tender Documents                         |           |                |                    |
| Appendix D: Proposed Amendments and Qualifications                        |           |                |                    |
| Appendix E: Engineering Evaluation Forms                                  |           |                |                    |

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|  |  |  |  |
|--|--|--|--|
| Appendix F: Architect Evaluation Forms   |  |  |  |
| Appendix G: Quantity Surveyor Evaluation Forms   |  |  |  |
| Appendix H: Construction Health and Safety Agent Evaluation Forms  |  |  |  |
| Appendix I: Proof of Registration  |  |  |  |
| Proposed Subcontractor Appendix M  |  |  |  |
| Letter of Good Standing with the Workers Compensation Commissioner Appendix N                                    |  |  |  |
| SBD 4 Form Bidder's Disclosure Appendix R  |  |  |  |
| SBD 6.1 Form Preference Points Claim Appendix S  |  |  |  |
| BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit   |  |  |  |
| Verifiable medical certificate of report as proof of disability(For preference claims)                           |  |  |  |
| Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS) |  |  |  |
| Certificate of Incorporation of the bidding entity showing ownership split                                       |  |  |  |
| Central Supplier Database Report (CSD)   |  |  |  |
| VAT Questionnaire  |  |  |  |
| ACSA Terms and Conditions  |  |  |  |
| Form of Offer Contained in the NEC PSC contract document.  |  |  |  |

#### 4.3 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.



## SECTION 5: RETURNABLE DOCUMENTS

### SECTION 5: DECLARATION FORM

#### 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS

##### Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

##### 5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of  
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

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Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

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### PEP/DPIP Declaration

DPIP/PEP Declaration for self/family member or close associate:

| Nature of Political Exposure | Term of the office | Description of activities relating to political exposure |
|------------------------------|--------------------|--|
|                              |                    |  |
|                              |                    |  |
|                              |                    |  |
|                              |                    |  |
|                              |                    |  |

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity.

| Full Name | Identity Number | Personal Income Tax Reference Number |
|-----------|-----------------|--------------------------------------|
|           |                 |                                      |
|           |                 |                                      |
|           |                 |                                      |
|           |                 |                                      |
|           |                 |                                      |

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

### Declaration:

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I/We the undersigned \_\_\_\_\_ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## SECTION 7: DECLARATION OF FORBIDDEN PRACTICES

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

|    | Description | Penalty | Organ of State / State Owned Company |
|----|-------------|---------|--------------------------------------|
| a) |             |         |                                      |
| b) |             |         |                                      |

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

|    | Description | Organ of State / State Owned Company |
|----|-------------|--------------------------------------|
| a) |             |                                      |
| b) |             |                                      |

This declaration was signed on \_\_\_\_\_ of \_\_\_\_\_ 202\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_



## SECTION 8: TERMS AND CONDITIONS OF RFP

### 8.1 Conditions of the request for proposal

- 8.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the tender closing date and time shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 8.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 8.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 8.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 8.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
  - a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
  - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 8.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 8.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

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- 8.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 8.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 8.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 8.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 8.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

## **8.2 Binding Arbitration Provision**

- 8.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
  - Concerning any aspect of the RFP process to anything done or decided there under: or
  - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 8.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 8.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to

be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

- 8.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.
- 8.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

### **8.3 RFP Acceptance**

- 8.3.1 ACSA reserves the right to reject: -
  - a. Incomplete bids;
  - b. Late bids;
  - c. Conditional bids; and
- 8.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 8.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 8.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 8.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.



## SECTION 9: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: ORTIA 7980/2025/RFP

### 1. Bidder's Name and Contract Details

|                                    |  |
|------------------------------------|--|
| Bidder:                            |  |
| Physical Address:                  |  |
| Correspondence to be addressed to: |  |
| Fax Number:                        |  |
| Phone numbers:                     |  |
| Email Address:                     |  |
| Contact Person:                    |  |

### 2. Proposal Certification

We hereby submit a Proposal in respect of the provision of professional project management services for the design and construction supervision of the 20" fuel feeder line at O.R. Tambo International Airport in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.

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- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) calendar days calculated from the closing date for Proposal submission.

|                         |  |             |  |        |  |      |
|-------------------------|--|-------------|--|--------|--|------|
| Thus done and signed at |  | on this the |  | day of |  | 2025 |
|-------------------------|--|-------------|--|--------|--|------|

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |

For and behalf of:

|                        |  |
|------------------------|--|
| Tendering entity name: |  |
| Capacity:              |  |



## SECTION 10: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

("\_\_\_\_\_")

of

[Service Providers Address]

### 1. INTERPRETATION

In this agreement -

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- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement; is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its

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reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

- 1.1.12 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. INTRODUCTION

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

## 3 USE OF CONFIDENTIAL INFORMATION

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Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

#### **4 NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

#### **5. COPIES**

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- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

## 6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 1.1. If the receiving party requires the use of such Company IP, a request must be sent to [davis.mthethwa@airports.co.za](mailto:davis.mthethwa@airports.co.za) Each single request by the same receiving party shall be treated as a new request.
- 6.2 Should the Company provide its consent in terms of clause 6.2 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.3 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

## 7. DURATION

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

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8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
- 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

## 11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

## 12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.





- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

the signatory warranting that s/he is duly authorised thereto.

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Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

# LIST OF RETURNABLE DOCUMENTS

## PART T2



## **Appendix A Certificate of Authority to Sign Tender**

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393


**Appendix B. Certificate of Authority of Joint Ventures (where applicable)**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.  
 Please attach JV agreement stipulation % share of each JV

| NAME OF FIRM | ADDRESS | DULY AUTHORISED<br>SIGNATORY                |
|--------------|---------|---|
| Lead partner |         | Signature: . . . . .<br><br>Name: . . . . . |
|              |         | Signature: . . . . .<br><br>Name: . . . . . |
|              |         | Signature: . . . . .<br><br>Name: . . . . . |

Signed . . . . . Date . . . . .

Name . . . . . Position . . . . .

Tenderer . . . . .

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

[www.airports.co.za](http://www.airports.co.za)



### Appendix C. Record of Addenda to Tender Documents

|  |             |                         |
|--|-------------|-------------------------|
| We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response: |             |                         |
|  | <b>Date</b> | <b>Title or Details</b> |
| 1.   |             |                         |
| 2.   |             |                         |
| 3.   |             |                         |
| 4.   |             |                         |
| 5.   |             |                         |
| 6.   |             |                         |
| 7.   |             |                         |
| 8.   |             |                         |

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

Tel +27 11 723 1400 Fax +27 11 453 9354

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[www.airports.co.za](http://www.airports.co.za)

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393



#### Appendix D. Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer's attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

Tel +27 11 723 1400 Fax +27 11 453 9354

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**Appendix E: Engineering Functionality Forms**  
**Form1: Schedule of the Tenderer’s Recent Experience – Multi-Disciplinary Engineering Services**

Bidders are requested to submit a comprehensive portfolio of **relevant** (value and complexity) projects successfully completed. As a minimum the bidder is to have successfully completed **2 projects**, each project with **Construction of R40 Million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- (a) Office reconfiguration and fit out projects
- (b) Building Services upgrades
- (c) Multi-storey office renovations
- (d) Airport Terminal buildings Construction/Upgrades
- (e) Public sector building project except schools.

The description should be put in tabular form with the following headings:

|   | Project Name | Project Description | Client Reference Contactable Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address) | Project Duration (dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|---|---|---------------------------------------|
| 1 |              |                     |   |   |                                       |
| 2 |              |                     |   |   |                                       |
| 3 |              |                     |   |   |                                       |





**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



**Appendix E: Engineering Functionality Forms**  
**FORM 2 The Summary CV of key personnel: Civil/Structural Engineer**

Name and Surname of Key person: \_\_\_\_\_

ECSA Registration Number: \_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



**Appendix E: Engineering Functionality Forms**  
**FORM 3 The Summary CV of key personnel: Mechanical Engineer**

Name and Surname of Key person: \_\_\_\_\_

ECSA Registration Number: \_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



**Appendix E: Engineering Functionality Forms**  
**FORM 4 The Summary CV of key personnel: Electrical Engineer**

Name and Surname of Key person: \_\_\_\_\_

ECSA Registration Number: \_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix F: Functionality forms – Architectural Services

Form 5: Schedule of the Tenderer’s Recent Experience

Bidders are requested to submit a comprehensive portfolio of **relevant** (value and complexity) projects successfully completed. As a minimum the bidder is to have successfully completed **2 projects**, each project with **Construction of R40 Million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Multi-storey office renovations
- iii. Airport Terminal buildings Construction/Upgrades
- iv. Public sector building project except schools.

The description should be put in tabular form with the following headings:

|   | Project Name | Project Description | Client Reference Contactable Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address) | Project Duration (dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|---|---|---------------------------------------|
| 1 |              |                     |   |   |                                       |
| 2 |              |                     |   |   |                                       |
| 3 |              |                     |   |   |                                       |





**Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix F: Functionality forms – Architectural Services

FORM 6 The Summary CV of key personnel: Architect

Name and Surname of Key person: \_\_\_\_\_

SACAP Registration Number: \_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix G: Functionality forms – Quantity Surveying Services

Form 7: Schedule of the Tenderer’s Recent Experience

Bidders are requested to submit a comprehensive portfolio of **relevant** (value and complexity) projects successfully completed. As a minimum the bidder is to have successfully completed **2 projects**, each project with **Construction of R40 Million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Multi-storey office renovations
- iii. Airport Terminal buildings Construction/Upgrades
- iv. Public sector building project except schools.

The description should be put in tabular form with the following headings:

|   | Project Name | Project Description | Client Reference Contactable Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address) | Project Duration (dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|---|---|---------------------------------------|
| 1 |              |                     |   |   |                                       |
| 2 |              |                     |   |   |                                       |
| 3 |              |                     |   |   |                                       |



**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix G: Functionality forms – Quantity Surveying Services

FORM 8 The Summary CV of key personnel: Quantity Surveyor

Name and Surname of Key person: \_\_\_\_\_

SACQSP Registration Number:\_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix H: Functionality forms – Construction Health and Safety

Form 9: Schedule of the Tenderer’s Recent Experience

Bidders are requested to submit a comprehensive portfolio of **relevant** (value and complexity) projects successfully completed. As a minimum the bidder is to have successfully completed **2 projects**, each project with **Construction of R40 Million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Multi-storey office renovations
- iii. Airport Terminal buildings Construction/Upgrades
- iv. Public sector building project except schools.

The description should be put in tabular form with the following headings:

|   | Project Name | Project Description | Client Reference Contactable Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address) | Project Duration<br>(dd/mm/year) to<br>(dd/mm/year) | Construction value<br>(inclusive of VAT) |
|---|--------------|---------------------|---|---|--|
| 1 |              |                     |   |   |  |
| 2 |              |                     |   |   |  |
| 3 |              |                     |   |   |  |





**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



Appendix H: Functionality forms – Construction Health and Safety

FORM 10 The Summary CV of key personnel: Construction Health and Safety Officer

Name and Surname of Key person: \_\_\_\_\_

SACPCMP Registration Number:\_\_\_\_\_

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their relevant project experience. Relevant shall be defined as works of a similar nature in respect of Office Reconfiguration/fit out Projects:

- i. Office reconfiguration and fit out projects
- ii. Building Services upgrades
- iii. Multi-storey office renovations
- iv. Airport Terminal buildings Construction/Upgrades
- v. Public sector building project except schools.

|   | Project Name | Project Description | Client Contactable Reference | Project Duration<br>(dd/mm/year) to (dd/mm/year) | Construction value (inclusive of VAT) |
|---|--------------|---------------------|------------------------------|--|---------------------------------------|
| 1 |              |                     |                              |  |                                       |
| 2 |              |                     |                              |  |                                       |
| 3 |              |                     |                              |  |                                       |



**Commitment to the Project**

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality**

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



## **Appendix I: Proof of Professional Registration**

Attach proof of professional registration.

### Appendix J: Proposed Subcontractor

We notify you that it is our intention to employ the following Sub-consultant(s) for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultant in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

**Attach the following:**

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**
- **Subcontractor Agreement**

|  | <b>Name and address of proposed Sub-consultant</b> | <b>Nature and extent of work</b> | <b>Previous experience with Sub- consultant</b> |
|--|--|----------------------------------|---|
|  |  |                                  |   |
|  |  |                                  |   |
|  |  |                                  |   |

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

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**Appendix K: Letter of Good Standing with the Workers Compensation Commissioner**

Attach letter of good standing with Workmen's Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993* – COIDA.



## **Appendix O: SARS Tax Pin Certificate**

All bid submissions must have a valid original or certified tax Pin as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax pin certificate in their personal capacities.



## **Appendix P: Certificate of Incorporation**

Attach the certificate of incorporation of the bidding entity showing ownership split and names and identity numbers of Directors / Trustees /Members / Shareholders and Senior Management.

Please attach: **Identity documents of the Directors and**

**Certificate of Incorporation**





**Appendix Q: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)**

Attach here

**Appendix L: SBD 4 FORM****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

---

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P O Box 75480, Gardenvue, Gauteng, South Africa, 2047  
[www.airports.co.za](http://www.airports.co.za)

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

[www.airports.co.za](http://www.airports.co.za)



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

## Appendix M: SBD 6.1 FORM

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state.

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference .

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS / PREFERENCE                      | 20*        |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

*\* Documented proof is listed on the returnable table above*

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at

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any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

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Where

|      |   |   |
|------|---|---|
| Ps   | = | Points scored for price of tender under consideration |
| Pt   | = | Price of tender under consideration                   |
| Pmax | = | Price of highest acceptable tender                    |

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| <b>Specific Goals</b>        | <b>Number of points<br/>(80/20 system)</b> | <b>Number of points<br/>(90/10 system)</b> |
|------------------------------|--|--|
| <b>B-BBEE Status Level 1</b> | <b>5</b>                                   | <b>5</b>                                   |
| <b>B-BBEE Status Level 2</b> | <b>4.5</b>                                 | <b>4.5</b>                                 |
| <b>B-BBEE Status Level 3</b> | <b>4</b>                                   | <b>4</b>                                   |
| <b>B-BBEE Status Level 4</b> | <b>3</b>                                   | <b>3</b>                                   |
| <b>B-BBEE Status Level 5</b> | <b>2</b>                                   | <b>2</b>                                   |
| <b>B-BBEE Status Level 6</b> | <b>0.5</b>                                 | <b>0.5</b>                                 |
| <b>B-BBEE Status Level 7</b> | <b>0.3</b>                                 | <b>0.3</b>                                 |
| <b>B-BBEE Status Level 8</b> | <b>0.1</b>                                 | <b>0.1</b>                                 |

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|   |          |          |
|---|----------|----------|
| <b>Black youth majority-owned entities</b>                | <b>5</b> | <b>5</b> |
| <b>Black women majority-owned entities</b>                | <b>5</b> | <b>5</b> |
| <b>Company majority owned by people with disabilities</b> | <b>5</b> | <b>5</b> |
| <b>Non- compliant contributor</b>                         | <b>0</b> | <b>0</b> |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |



# AIRPORTS COMPANY SOUTH AFRICA

## **NEC3 PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**



## **THIRD & FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**

**PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF ARCHITECTURAL PROFESSIONAL SERVICES FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and

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

for **The provision of architectural professional services for the third and fourth floor office reconfiguration project at or tambo international airport for a period of 48 months**

---

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

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## Part C1: Agreements and Contract Data

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

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for: **the provision of architectural professional services for the third and fourth floor office re-configuration project at or tambo international airport for a period of 48 months**

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

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

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

(in words).....  
Rands;

(in figures) R.....

Percentage of the estimated construction value of R680 863 365,00 (including VAT which is equal to ..... %

The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage will be adjusted to align with construction value.

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

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



Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



## ACCEPTANCE

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

The terms of the contract, are contained in:

|         |   |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance)  |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work: Works Information  |
| Part C4 | Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. |

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date



### Schedule of Deviations

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

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



## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

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

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

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

| Clause   | Statement  | Data  |
|----------|--|---|
| <b>1</b> | <b>General</b>   |   |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |   |
|          | Main Option  | <b>A: Priced contract with activity schedule</b>  |
|          | Dispute resolution Option  | <b>W1: Dispute resolution procedure</b>   |
|          | Secondary Options<br>(incorporating amendments)  | <b>X7: Delay damages</b><br><b>X10: Employer's Agent</b><br><b>X11: Termination by the Employer</b><br><b>X13: Performance bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b> |
|          |  | of the NEC3 Engineering and Construction Contract, April 2013   |
| 10.1     | The <i>Employer</i> is (Name)  | Airports Company South Africa SOC Limited,<br>O.R. Tambo International Airport  |
|          | Address  | Airports Company South Africa SOC Limited<br><br>O.R. Tambo International Airport<br>Private Bag X1, Kempton Park<br>1627   |
|          | Telephone  | +27 11 921 6911   |
|          | Fax  | +27 11 390 1012   |



|          |  |   |                  |                    |          |                 |                     |          |  |  |  |
|----------|--|---|------------------|--------------------|----------|-----------------|---------------------|----------|--|--|--|
| 11.2(9)  | The services are   | The provision of professional Architectural Services for Third and Fourth Floor Office Reconfiguration Project at O.R. Tambo International Airport  |                  |                    |          |                 |                     |          |  |  |  |
| 11.2(10) |  | the following matters will be included in the Risk Register <ul style="list-style-type: none"> <li>• Availability of as-built information</li> <li>• Access to site</li> <li>• Site constraints and constructability</li> <li>• Statutory requirements and approvals</li> </ul>   |                  |                    |          |                 |                     |          |  |  |  |
| 11.2(11) | The Scope is in  | the document called Part C3: Scope of Work  |                  |                    |          |                 |                     |          |  |  |  |
| 12.2     | The law of the contract is   | the law of the Republic of South Africa   |                  |                    |          |                 |                     |          |  |  |  |
| 13.1     | The language of this contract is   | English   |                  |                    |          |                 |                     |          |  |  |  |
| 13.3     | The period of reply is   | Seven (7) days  |                  |                    |          |                 |                     |          |  |  |  |
| 13.6     | The period of retention is   | 5 years following Completion or earlier termination of a contract   |                  |                    |          |                 |                     |          |  |  |  |
| <b>2</b> | <b>The Parties' main responsibilities</b>  |   |                  |                    |          |                 |                     |          |  |  |  |
| 20.1     | The <i>Employer</i> provides access to the following persons, places and things  |   |                  |                    |          |                 |                     |          |  |  |  |
|          | <table> <tr> <td><b>1</b></td><td><b>Access to</b></td><td><b>Access date</b></td></tr> <tr> <td><b>2</b></td><td>Any Information</td><td>Upon contract award</td></tr> <tr> <td><b>3</b></td><td></td><td></td></tr> </table> | <b>1</b>  | <b>Access to</b> | <b>Access date</b> | <b>2</b> | Any Information | Upon contract award | <b>3</b> |  |  |  |
| <b>1</b> | <b>Access to</b>   | <b>Access date</b>  |                  |                    |          |                 |                     |          |  |  |  |
| <b>2</b> | Any Information  | Upon contract award   |                  |                    |          |                 |                     |          |  |  |  |
| <b>3</b> |  |   |                  |                    |          |                 |                     |          |  |  |  |
| <b>3</b> | <b>Time</b>  |   |                  |                    |          |                 |                     |          |  |  |  |
| 30.1     | The <i>starting date</i> is  | <b>the date on which the Employer signs the contract.</b> Upon signing, the actual starting date shall be recorded in the contract and shall serve as the reference point for calculating the completion date as stated in Clause 30.2.   |                  |                    |          |                 |                     |          |  |  |  |
| 30.2     | The <i>completion date</i> is  | <b>four (4) years from the date of signing of this contract.</b> Upon signing by the Employer, the actual completion date shall be recorded in the contract and shall align with this four-year term. The contract shall automatically terminate on the recorded completion date unless extended by mutual written agreement between the Parties. |                  |                    |          |                 |                     |          |  |  |  |
| 31.1     | The <i>Consultant</i> submits a first (preliminary) programme with the tender by   | 14 days after the contract date (after the starting date).  |                  |                    |          |                 |                     |          |  |  |  |
| 32.2     | The <i>Consultant</i> submits revised programmes at intervals no longer than   | Four (4) weeks  |                  |                    |          |                 |                     |          |  |  |  |

|           |  |   |
|-----------|--|---|
| <b>4</b>  | <b>Quality</b>   |   |
| 40.2      | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.  |   |
| 41.2      | The <i>defects date</i> is   | 52 weeks after Completion of the whole of the <i>services</i>   |
| 43.2      | The <i>defects correction period</i> is  | Two (2) weeks   |
| <b>5</b>  | <b>Payment</b>   |   |
| 50.1      | The <i>assessment interval</i> is  | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month  |
| 51.1      | The period within which payment is made is   | Four to six (4-6) weeks after the receipt of the tax invoice  |
| 51.2      | The <i>currency of this contract</i> is the  | South African Rand  |
| 51.4      | The <i>interest rate</i> is  | The prime lending rate of the Nedbank Bank as determined from time to time  |
| <b>6</b>  | <b>Compensation events</b>   | No data required for this section of the <i>conditions of contract</i> .  |
| <b>7</b>  | <b>Rights to material</b>  | No data required for this section of the conditions of contract   |
| <b>8</b>  | <b>Indemnity, insurance, and liability</b>   |   |
| 81.1      | The <i>Consultant</i> provides the insurance stated in   | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
|           | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993  |
| <b>9</b>  | <b>Termination</b>   | Refer to Secondary Clause X11   |
| <b>10</b> | <b>Data for Main Option Clauses</b>  |   |
| <b>A</b>  | Priced contract with activity schedule   | Activity schedule is included Part C2 section of this contract  |
| <b>11</b> | <b>Data for Dispute Resolution Option W1</b>   |   |

|            |   |   |
|------------|---|---|
| W1.1       | The <i>Adjudicator</i> is   | The person appointed jointly by the parties from the list of adjudicators contained below   |
| W1.2       | The <i>Adjudicator nominating body</i> is                           | The current Chairman of Johannesburg Advocate's Bar Council   |
| W1.4       | The <i>tribunal</i> is  | Arbitration   |
| W1.4       | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)  |
| W1.4       | The place where arbitration is to be held is                        | Johannesburg, South Africa.   |
| W1.4       | The person or organisation who will choose an arbitrator            | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |
| <b>12</b>  | <b>Data for Secondary Option Clauses</b>                            |   |
| <b>X7</b>  | <b>Delay Damages</b>  |   |
| X7.1       | Delay damages of the whole of the <i>services</i> are               | Amount per week is 1% up to a maximum of 10% total value of the Professional fees   |
| <b>X10</b> | <b>The <i>Employer's Agent</i></b>                                  |   |
| X10.1      | The <i>Employer's Agent</i> is                                      | <p>Name: Kamogelo Molawa</p> <p>Address: O.R. Tambo International Airport<br/>Private Bag X1<br/>Kempton Park<br/>1627</p> <p>The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data</p>   |
| <b>X11</b> | <b>Termination by <i>Employer</i></b>                               |   |
| X11.1      | The Employer may  | Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i>  |



### **X13 Performance Bond**

The Consultant shall provide a performance bond issued by a registered financial institution or insurer acceptable to the Employer, within 14 calendar days of receiving the signed contract.

The bond shall:

- Be valued at 10% of the total of the Prices (as stated in Clause X16.1).
- Be valid from the starting date until the Defects Certificate or termination certificate is issued.
- Be unconditional and payable on demand by the Employer in the event of default by the Consultant.
- Be in the format prescribed by the Employer or as agreed between the Parties.

If the Consultant fails to provide the performance bond within the stipulated period, the Employer may:

- Deduct the equivalent value of the bond (10% of the Prices) from any payments due,
- Hold such amount in retention until the bond is provided or the contract is terminated,
- Treat the failure as a material breach and initiate termination procedures.

|       |   |                                 |
|-------|---|---------------------------------|
| X16.1 | The <i>performance bond percentage</i> is | 10% of the total of the Prices. |
|-------|---|---------------------------------|

### **X18 Limitation of Liability**

|       |   |  |
|-------|---|--|
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to   | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue  |
| X18.2 | For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | <p>The Consultant's liability to the Employer for loss of or damage to the Employer's property is limited to the total of the Prices.</p> <p>This liability is subject to the terms, limits, exclusions, and deductibles set out in the <b>ACSA Standard Insurance Clauses for Landside Construction Contracts</b>, including but not limited to the Public Liability and Contract Works Insurance provisions.</p> |

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|       |  |   |
|-------|--|---|
| X18.3 | The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | The Consultant's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices. |
|-------|--|---|

This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Design & Construct Professional Indemnity Insurance**, as referenced in the ACSA Standard Insurance Clauses.

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|       |  |  |
|-------|--|--|
| X18.4 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters listed below, is limited to the <b>total of the Prices</b> . This limitation applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |
|-------|--|--|

The **excluded matters** are:

- Loss of or damage to the Employer's property (Clause X18.2),
- Delay damages (Clause X7),
- Defects liability (Clause X18.3),
- Insurance liability to the extent of the Consultant's risks,
- Death of or injury to a person,
- Damage to third-party property,
- Infringement of intellectual property rights.

The Consultant's liability for these excluded matters shall be subject to the **terms, limits, exclusions, and deductibles** set out in the **ACSA Standard Insurance Clauses for Landside Construction Contracts**, including but not limited to the Public Liability and Design & Construct Professional Indemnity Insurance provisions.

---

|       |                                     |   |
|-------|-------------------------------------|---|
| X18.5 | The <i>end of liability</i> date is | 52 weeks after Completion of the whole of the <i>services</i> |
|-------|-------------------------------------|---|

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**Z        ADDITIONAL CONDITIONS OF CONTRACT**

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**Z1        Estimation of fees**

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

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**Z2 Tax invoices**

**The *Consultant's* invoice.**

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

Invoices submitted by the Consultant to the Employer include

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

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

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

---

**Z3 Communications and Notices**

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

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

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5<sup>th</sup> (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

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**Z4 Appointment of the  
Adjudicator**

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

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

#### Panel of Adjudicators

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

#### Z4.1 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

|         |   |
|---------|---|
| Z5      | <b>Interpretation of the law</b>  |
|         | <b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |
| Z6      | <b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>   |
|         | The <i>Consultant</i> 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      | <b>Extending the defects date: add the following as a new core clause 46:</b>   |
| Z7.1    | If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .   |
| Z7.2    | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.   |
| Z7.3    | The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.   |
| Z8      | <b>Termination</b>  |
| Z8.1    | <b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.  |
| Z9      | <b>Cession, delegation and assignment</b>   |
| Z9.1    | The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.  |
| Z9.2    | The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity.   |
| Z10     | <b>Ethics</b>   |
| Z10.1   | The <i>Consultant</i> undertakes:   |
| Z10.1.1 | not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;  |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.   |



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Z10.2 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.

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Z10.3 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.

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**Z11. Confidentiality**

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

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

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Z11.3 This undertaking shall not apply to –

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

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

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

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

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

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

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

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

**Z13 Intellectual Property**

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

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

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

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

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

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

Z13.4.3 the proper use of the Works.

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

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

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

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

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

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

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

## Part C1: Agreements and Contract Data

### Part C1.2b Contract Data

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

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

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

| Clause  | Statement  | Data |
|---------|--|------|
| 10.1    | The <i>Consultant</i> is (Name):<br><br>Address:<br><br>Tel No.:<br>Fax No.:<br>Email:   |      |
| 22.1    | The <i>Consultant's</i> key person are:<br><br>1. Name:<br><br><b>Role: Project Manager</b><br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience:<br><br>2.. Name:<br><br><b>Role: Architect</b><br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience: |      |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is as required by the Employer   |      |

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

- Availability of As-Built Information
  - Access to Site
  - Progress vs Programme
  - Cash Flow Management
- 

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

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

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

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**A      Priced contract with activity schedule**

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

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

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

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| <b>Project stage</b>                              | <b>Percentage points for each stage</b> |
|---|---|
| <b>Description</b>                                | <b>%</b>                                |
| Stage 1: Project Initiation and Briefing          | 2%                                      |
| Stage 2: Concept and Feasibility                  | 15%                                     |
| Stage 3: Detail Development                       | 20%                                     |
| Stage 4: Tender Documentation and Procurement     | 30%                                     |
| Stage 5: Construction and Contract Administration | 30%                                     |
| Stage 6: Close-out Services                       | 3%                                      |

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

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

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

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

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

**Hereinafter referred to as "Client"**

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

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

#### **MANDATORY'S MAIN SCOPE OF WORK**

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

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

|                        |
|------------------------|
| <b>THE UNDERTAKING</b> |
|------------------------|

The Mandatory undertakes to comply with:

**INSURANCE**

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

|  |
|--|
| <b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b> |
|--|

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 Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
  3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
  11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
  12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
  13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
  14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**



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

I .....a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**  
(Warrant his authority to sign)

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

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





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

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

Refer to Appendix A – INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

## Part C2: PRICING DATA

### C2.1 Pricing Instructions

#### Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per "The Scope of Services are the services listed as Standard Services set out in Clause 11 of the SACAP Scope of Services and Tariff of Fees for Persons Registered in terms of the Architectural Profession Act (44/2000) Gazetted on Board Notice 672 No. 51352 and dated 04 October 2024." – Applicable to the Architect.
3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The original pricing schedule provided in this contract must not be altered under any circumstances. Any additional items proposed by the bidder must be listed separately and clearly marked as optional or supplementary. These items will be considered at the discretion of the evaluation committee and must not interfere with the evaluation of the core pricing schedule.
5. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
6. Costs for all methods of communication are included in the fee and/or rates.
7. Special printing requirements are included in the fee and/or rates.
8. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
11. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
12. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
13. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.



14. The percentage fees will be disbursed in stages upon completion of all activities within the stage.
15. Adjustment of fees:
- a. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
  - b. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
  - c. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

16. Estimated cost of construction work is: **R66 429 000,00 Ex VAT.**

## C2.2 Price Schedule

### Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below. The pricing structure for the professional services fees are as per below activity schedule.

| Item | Description  | Price    |                  |
|------|--|----------|------------------|
| 1    | Stage 1: inception   | R        |                  |
| 2    | Stage 2: Concept and Viability                                       | R        |                  |
| 3    | Stage 3: Design Development  | R        |                  |
| 4    | Stage 4: Documentation and Procurement                               | R        |                  |
| 5    | Stage 5 : Construction   | R        |                  |
| 6    | Stage 6: Close out   | R        |                  |
| 7    | <b>Subtotal 1</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 8    | Disbursements  | R        | 60 000,00        |
| 9    | <b>Subtotal 2</b>  | <b>R</b> | <b>60 000,00</b> |
|      |  |          |                  |
| 10   | Contingencies (at 10% of subtotal 1+ subtotal 2)                     | R        |                  |
| 11   | <b>Subtotal 3</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 12   | <b>Total Fees (subtotal 1+ Subtotal 2+ Subtotal 3) Excluding VAT</b> | <b>R</b> |                  |
|      |  |          |                  |
| 13   | Add 15% VAT  | R        |                  |
|      |  |          |                  |
| 14   | <b>Total Fee including VAT</b>                                       | <b>R</b> |                  |



## Part C3: SCOPE OF WORK

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

#### 1. Introduction

The appointed architectural consultant shall provide comprehensive architectural services for the reconfiguration and refurbishment of the 3rd and 4th floor office spaces at O.R. Tambo International Airport (ORTIA), North Wing. The scope of work includes the design, documentation, coordination, and oversight of all architectural interventions required to transform the existing closed-plan office layout into a modern, open-plan configuration in accordance with the ACSA Office Manual and applicable statutory requirements.

The architectural services shall encompass all stages of the project lifecycle, from inception through to close-out, and shall include the integration of enhanced security features for executive offices (AGM and GM), the provision of dedicated fire escape routes, and the coordination of all architectural elements with associated engineering and specialist disciplines. The architect shall ensure that all design solutions are functional, compliant, cost-effective, and aligned with ACSA's operational and aesthetic standards.

The consultant shall also be responsible for ensuring that all architectural works are executed in accordance with the Occupational Health and Safety Act, National Building Regulations, and other relevant legislation, and shall provide site supervision and quality assurance services during the construction phase.

#### 2. Background

The 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA) is a strategic initiative aimed at modernizing and optimizing office spaces to align with Airports Company South Africa's (ACSA) operational and security requirements. Originally initiated in 2014 and reprioritized following a 2024 security audit, the project seeks to address critical spatial and compliance shortcomings while enhancing workplace functionality.

#### 3. Scope of Work

The appointed architectural consultant shall provide full professional architectural services in accordance with the South African Council for the Architectural Profession (SACAP) **Identification of Work for the Architectural Profession – Board Notice 27 of 2021, Government Gazette No. 44505** and the project-specific requirements outlined below. The services shall cover all six work stages as defined by SACAP, adapted to the specific needs of the 3rd and 4th Floor Office Reconfiguration Project.

##### 3.1. Inception

- a) Confirm the client's brief, project objectives, and constraints.
- b) Conduct site assessments and review existing documentation.
- c) Identify statutory and regulatory requirements.
- d) Advise on the need for specialist consultants and coordinate their inputs.



### **3.2. Concept and Viability**

- a) Develop design concepts aligned with the ACSA Office Manual and project objectives.
- b) Prepare preliminary space planning layouts for open-plan configurations.
- c) Propose security enhancements for AGM and GM offices, including:
  - Dedicated access control zones.
  - Above-ceiling security barriers.
  - Fire escape route planning.
- d) Provide preliminary cost estimates in collaboration with the Quantity Surveyor.
- e) Present concept design for client approval

### **3.3. Design Development**

- a) Refine approved concept into detailed design documentation.
- b) Coordinate with engineering disciplines to integrate HVAC, wet services, electrical, and fire systems.
- c) Ensure compliance with National Building Regulations, OHS Act, and other applicable standards.
- d) Prepare detailed room data sheets and finishes schedules.
- e) Submit drawings for statutory approvals where required.

### **3.4. Documentation and Procurement**

- a) Prepare construction drawings, specifications, and schedules for tender.
- b) Coordinate with other consultants to ensure fully integrated documentation.
- c) Assist in the preparation of the procurement strategy and tender documentation.
- d) Respond to bidder queries and assist in tender evaluation.

### **3.5. Construction**

- a) Conduct regular site inspections to monitor compliance with design intent and quality standards.
- b) Review and approve architectural shop drawings and samples.
- c) Attend site meetings and issue site instructions as required.
- d) Coordinate with the Principal Agent and other consultants to resolve site issues.
- e) Certify architectural components of progress claims.

### **3.6. Close-Out**

- a) Conduct final inspections and prepare snag lists.
- b) Verify completion of architectural works and issue practical completion certificates.
- c) Assist in the preparation of as-built drawings and close-out documentation.



- d) Provide input for the final account and project evaluation.

### **3.7. Additional Responsibilities**

- a) Ensure all design and documentation aligns with ACSA's branding, operational, and security protocols.
- b) Incorporate universal access and ergonomic design principles.
- c) Coordinate with the Construction Health and Safety Agent to ensure compliance with safety-in-design requirements.
- d) Maintain a digital project record and ensure all deliverables are submitted in both editable and PDF formats.

## **4. Project Personnel**

### **4.1. ARCHITECT EXPERIENCE**

Proof that Architect has completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.

Relevant projects include:

- (a) Office reconfiguration and fit out projects
- (b) Building Services upgrades
- (c) Multi-storey office renovations
- (d) Airport Terminal buildings Construction/Upgrades
- (e) Public sector building project except schools

### **4.2. PROFESSIONAL REGISTRATION**

Proof that the Architect is professionally registered with the South African Council for the Architectural Profession (SACAP) as a Professional Architect/ Architectural Technologist.



### **C3.3.1 General Matters & Requirements**

#### **1. Providing the Services**

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

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

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

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

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

#### **2. Compliance with Laws**

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

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





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

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

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

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

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

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

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

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

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

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

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

#### **6. Personnel**

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

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

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

#### **7. Order of Services**



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

## **8. Methods of Working**

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

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

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

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

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

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

## **10. Change Control**

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

## **11. Notice Boards**

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

## **12. Invoicing and Payment**

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

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25<sup>th</sup>.

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

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

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



### **C3.3.2 Quality Control & Assurance**

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

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

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

### **C3.3.3 Drawings & Documents**

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

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

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

#### **2. Drawing Requirements**

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

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

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

All drawings are dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings show a graphic scale key plan and north arrow. Dates on drawings are reflected in the following format: dd/mmm/ccyy.



Revisions are designated RO, RI, R2, R3, etc., commencing with the first issue. All revisions are clearly described in the revision column bearing the revision number.

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

**3. Document Tracking System**

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

**4. Submission Schedule**

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

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

**5. Document Submissions**

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

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

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

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

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

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

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

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

The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance



in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.

## **7. Format for Retention**

The Consultant retains original documents.

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

#### **1. Programme**

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

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

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

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

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

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

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

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

###### **1.2.1 Dates for issue and acceptance of drawings;**

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

#### **2. Reporting**

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

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

Each report includes:

###### **2.1.1 an executive summary,**

###### **2.1.2 charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme,**

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

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

## 2.2 Additional Weekly and Daily Reports

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



- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

2.3 Reports on Disputed Work

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

2.4 Additional Reports

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

**3. Meetings**

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

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

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

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



## **Part C4: Site Information**

### **1. Description of the Site and its surroundings**

#### **1.1 General description**

The project will take place at O.R. Tambo International Airport, Kempton Park, within the airport boundaries. Refer to **Figure 1-7** for the approximate location and extent of the Terminal A.



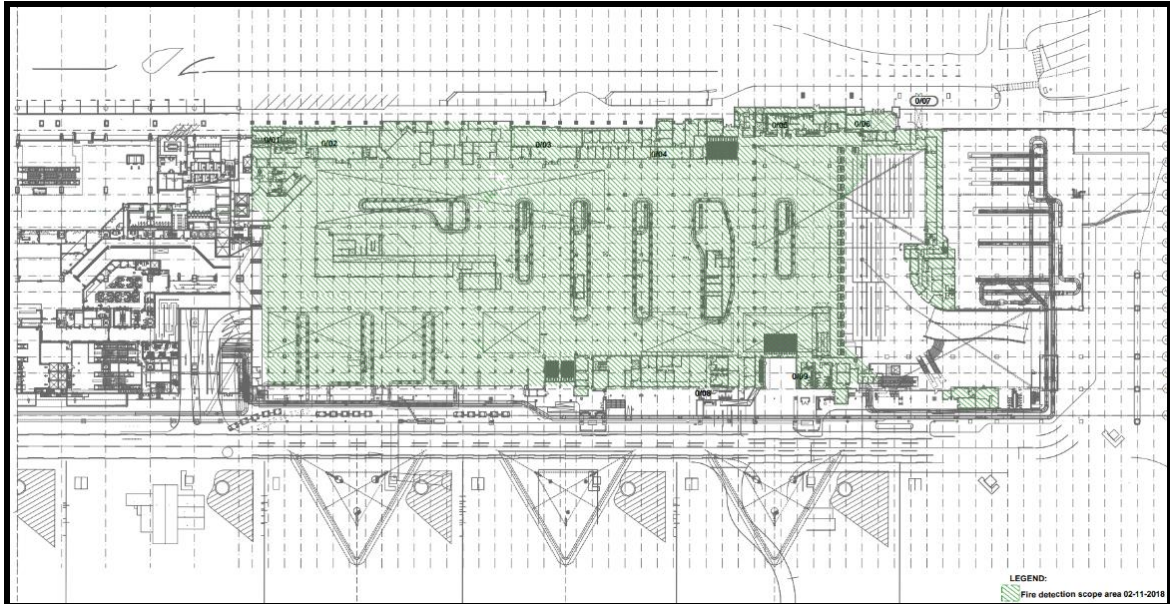


Figure 1: Terminal A – International Arrivals

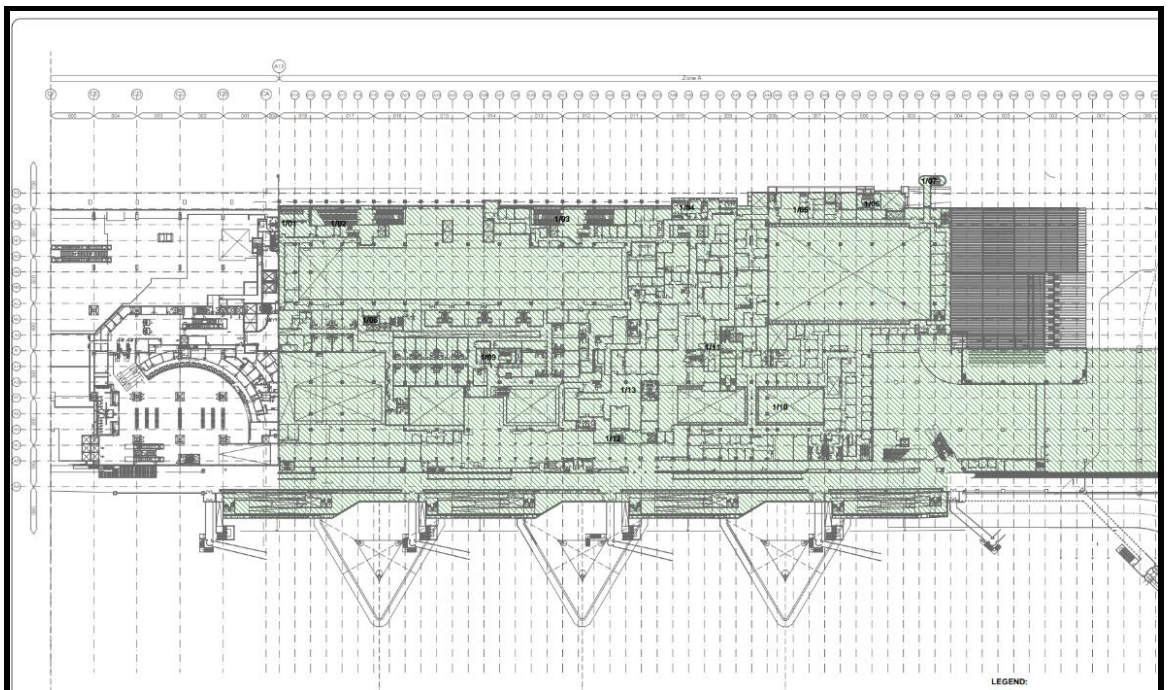
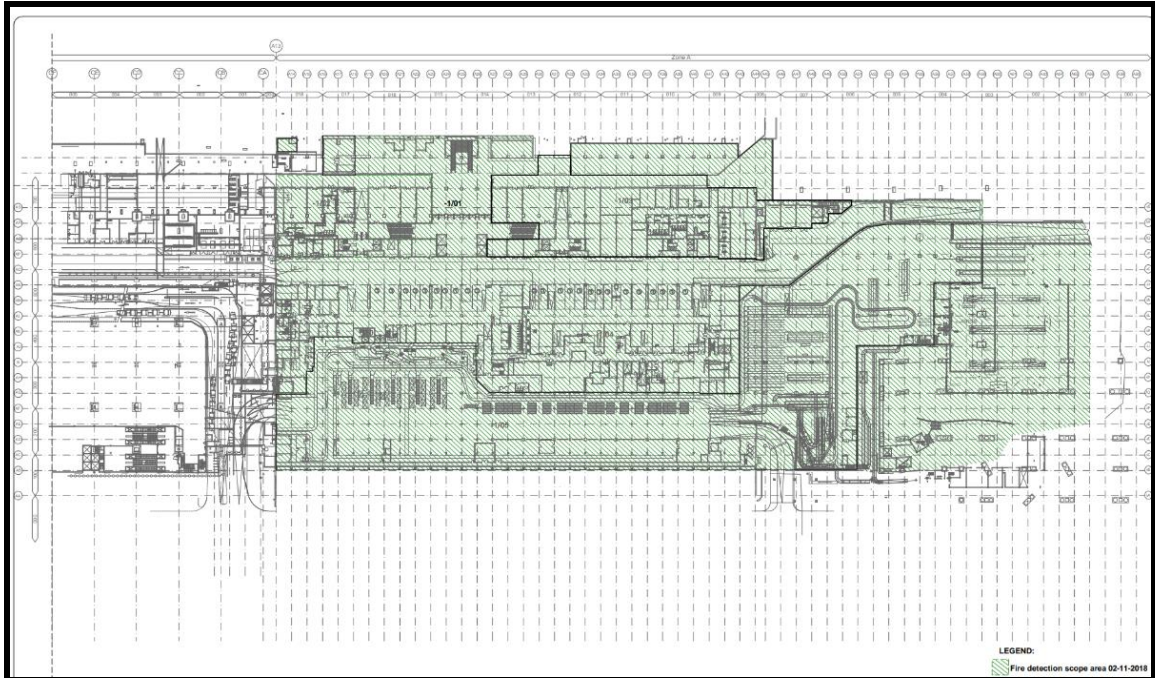
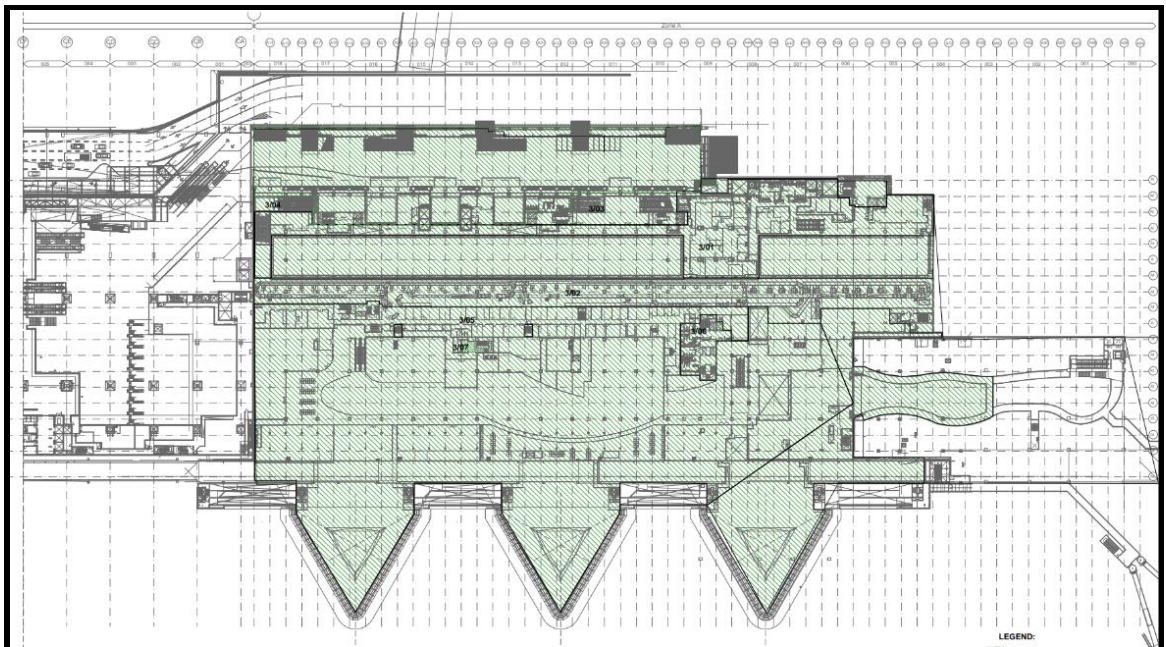


Figure 2: Terminal A – Arrivals Mezzanine Level



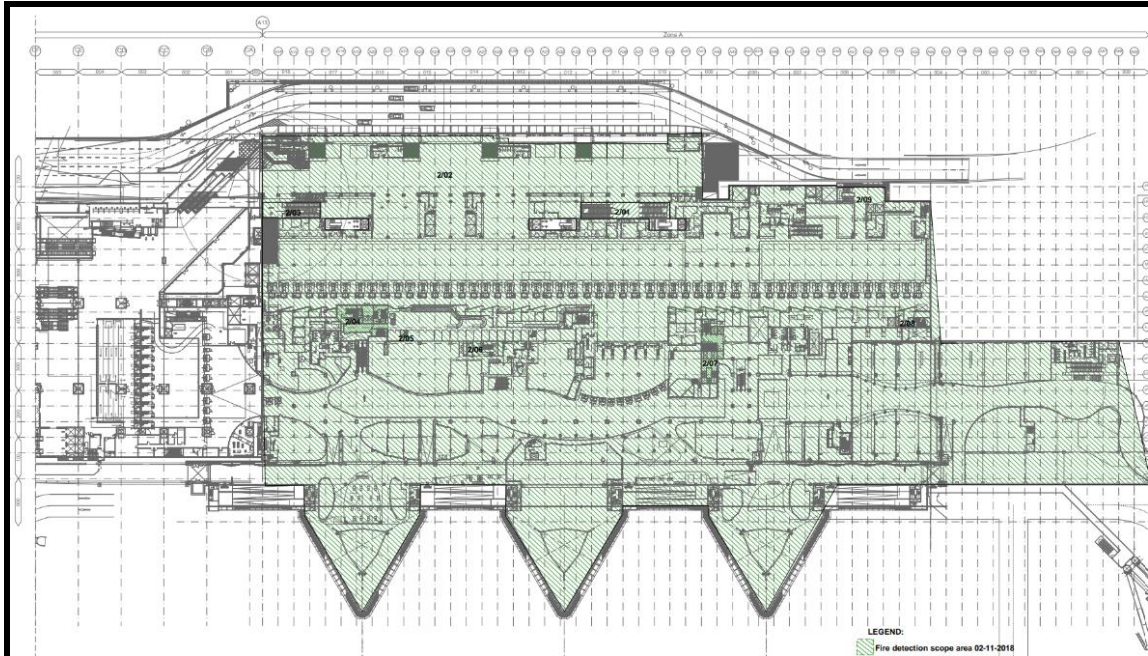


**Figure 3: Basement**

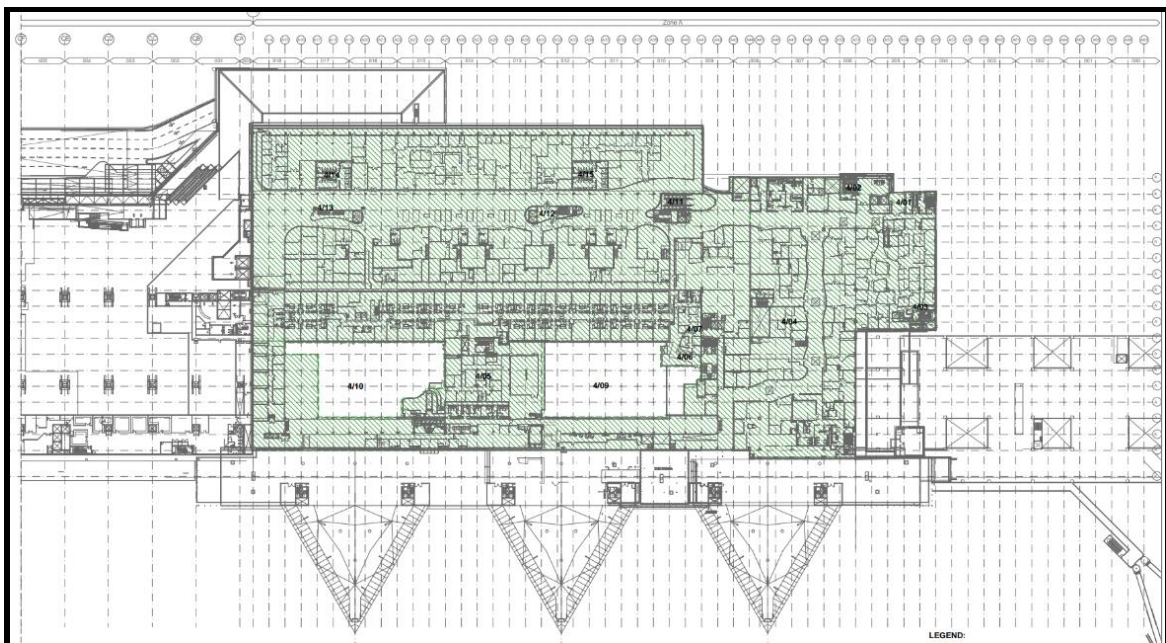


**Figure 4: Departures Mezzanine**

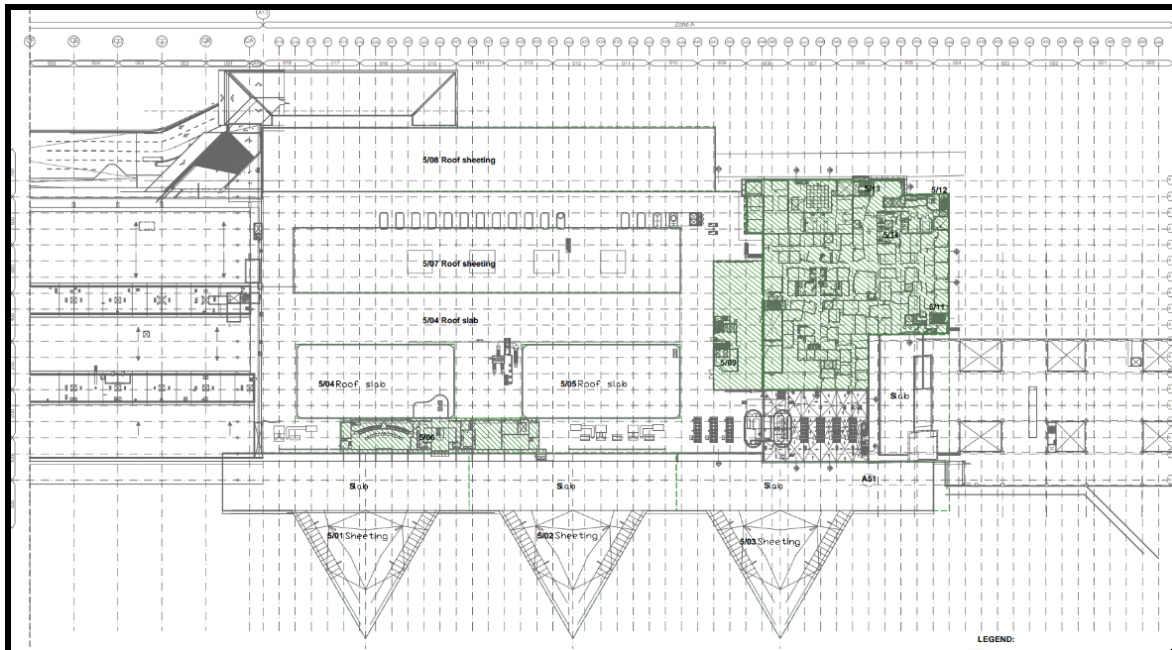




**Figure 5: International Departures**



**Figure 6: Lower Roof**



**Figure 7: Upper Roof**

### Key site data

The site is located at O.R. Tambo Terminal A arrival and the airside. This is a restricted area with stringent access control measures put in place. The Consultant is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.

### 1.2 Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the "gate permit" from the Project Manager before material and equipment are brought and removed from the airside.
- The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

### 1.3 Permits

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

| Permit | Required by/for | Department |
|--------|-----------------|------------|
|        |                 |            |

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

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

#### **1.4 Cell phones and two-way radios**

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

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

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





## Part C5: Annexures

### ANNEXURE A: Compliance with Codes & Standards

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

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

The minimum ACSA requirements are:

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

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

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

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



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



## ANNEXURE B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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



## **ANNEXURE C: CONDITION ASSESSMENT REPORT**



## **ANNEXURE D: STAGE 3 REPORT**



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



# AIRPORTS COMPANY SOUTH AFRICA

## **NEC3 PROFESSIONAL SERVICES CONTRACT FOR MULTI-DISCIPLINARY ENGINEERING SERVICES**



## **THIRD & FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**

**PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and

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

for **PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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



## Part C1: Agreements and Contract Data

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

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for: **PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL MULTI-DISCIPLINARY ENGINEERING CONSULTANTS FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS.**

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

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

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

(in words).....  
Rands;

(in figures) R.....

Percentage of the estimated construction value of R76,393,350.00 (including VAT which is equal to ..... %

The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage will be adjusted to align with construction value.

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

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



Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date





## ACCEPTANCE

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

The terms of the contract, are contained in:

|         |   |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance)  |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work: Works Information  |
| Part C4 | Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. |

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date



### Schedule of Deviations

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

#### **For the Employer**

#### **For the Bidder**

Signature (s)

.....

.....

Name (s)

.....

.....

Capacity

.....

.....

**Name and Address**

**Airports Company South Africa  
SOC Limited**

OR Tambo International Airport

Private Bag X1, Kempton Park, 1627

.....

.....

Name &  
Signature of  
witness

*(Insert name and address of  
organisation)*

.....

*(Insert name and address of organisation)*

.....

Date

.....

.....

## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

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

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

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

| Clause   | Statement  | Data  |
|----------|--|---|
| <b>1</b> | <b>General</b>   |   |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |   |
|          | Main Option  | <b>A: Priced contract with activity schedule</b>  |
|          | Dispute resolution Option  | <b>W1: Dispute resolution procedure</b>   |
|          | Secondary Options<br>(incorporating amendments)  | <b>X7: Delay damages</b><br><b>X10: Employer's Agent</b><br><b>X11: Termination by the Employer</b><br><b>X13: Performance bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b> |
|          |  | of the NEC3 Engineering and Construction Contract, April 2013   |
| 10.1     | The <i>Employer</i> is (Name)  | Airports Company South Africa SOC Limited,<br>O.R. Tambo International Airport  |
|          | Address  | Airports Company South Africa SOC Limited<br><br>O.R. Tambo International Airport<br>Private Bag X1, Kempton Park<br>1627   |
|          | Telephone  | +27 11 921 6911   |
|          | Fax  | +27 11 390 1012   |

|          |  |   |                  |                    |          |                 |                     |          |  |  |  |
|----------|--|---|------------------|--------------------|----------|-----------------|---------------------|----------|--|--|--|
| 11.2(9)  | The services are   | Professional Services Contract For: The Provision Of A Professional Multi-Disciplinary Engineering Consultants For The Third And Fourth Floor Office Reconfiguration Project At Or Tambo International Airport For A Period Of 48 Months  |                  |                    |          |                 |                     |          |  |  |  |
| 11.2(10) |  | the following matters will be included in the Risk Register <ul style="list-style-type: none"> <li>• Availability of as-built information</li> <li>• Access to site</li> <li>• Site constraints and constructability</li> <li>• Statutory requirements and approvals</li> </ul>   |                  |                    |          |                 |                     |          |  |  |  |
| 11.2(11) | The Scope is in  | the document called Part C3: Scope of Work  |                  |                    |          |                 |                     |          |  |  |  |
| 12.2     | The law of the contract is   | the law of the Republic of South Africa   |                  |                    |          |                 |                     |          |  |  |  |
| 13.1     | The language of this contract is   | English   |                  |                    |          |                 |                     |          |  |  |  |
| 13.3     | The period of reply is   | Seven (7) days  |                  |                    |          |                 |                     |          |  |  |  |
| 13.6     | The period of retention is   | 5 years following Completion or earlier termination of a contract   |                  |                    |          |                 |                     |          |  |  |  |
| <b>2</b> | <b>The Parties' main responsibilities</b>  |   |                  |                    |          |                 |                     |          |  |  |  |
| 20.1     | The <i>Employer</i> provides access to the following persons, places and things  |   |                  |                    |          |                 |                     |          |  |  |  |
|          | <table> <tr> <td><b>1</b></td><td><b>Access to</b></td><td><b>Access date</b></td></tr> <tr> <td><b>2</b></td><td>Any Information</td><td>Upon contract award</td></tr> <tr> <td><b>3</b></td><td></td><td></td></tr> </table> | <b>1</b>  | <b>Access to</b> | <b>Access date</b> | <b>2</b> | Any Information | Upon contract award | <b>3</b> |  |  |  |
| <b>1</b> | <b>Access to</b>   | <b>Access date</b>  |                  |                    |          |                 |                     |          |  |  |  |
| <b>2</b> | Any Information  | Upon contract award   |                  |                    |          |                 |                     |          |  |  |  |
| <b>3</b> |  |   |                  |                    |          |                 |                     |          |  |  |  |
| <b>3</b> | <b>Time</b>  |   |                  |                    |          |                 |                     |          |  |  |  |
| 30.1     | The <i>starting date</i> is  | <b>the date on which the Employer signs the contract.</b> Upon signing, the actual starting date shall be recorded in the contract and shall serve as the reference point for calculating the completion date as stated in Clause 30.2.   |                  |                    |          |                 |                     |          |  |  |  |
| 30.2     | The <i>completion date</i> is  | <b>four (4) years from the date of signing of this contract.</b> Upon signing by the Employer, the actual completion date shall be recorded in the contract and shall align with this four-year term. The contract shall automatically terminate on the recorded completion date unless extended by mutual written agreement between the Parties. |                  |                    |          |                 |                     |          |  |  |  |
| 31.1     | The <i>Consultant</i> submits a first (preliminary) programme with the tender by   | 14 days after the contract date (after the starting date).  |                  |                    |          |                 |                     |          |  |  |  |

|           |  |   |
|-----------|--|---|
| 32.2      | The <i>Consultant</i> submits revised programmes at intervals no longer than   | Four (4) weeks  |
| <b>4</b>  | <b>Quality</b>   |   |
| 40.2      | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.  |   |
| 41.2      | The <i>defects date</i> is   | 52 weeks after Completion of the whole of the <i>services</i>   |
| 43.2      | The <i>defects correction period</i> is  | Two (2) weeks   |
| <b>5</b>  | <b>Payment</b>   |   |
| 50.1      | The <i>assessment interval</i> is  | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month  |
| 51.1      | The period within which payment is made is   | Four to six (4-6) weeks after the receipt of the tax invoice  |
| 51.2      | The <i>currency of this contract</i> is the  | South African Rand  |
| 51.4      | The <i>interest rate</i> is  | The prime lending rate of the Nedbank Bank as determined from time to time  |
| <b>6</b>  | <b>Compensation events</b>   | No data required for this section of the <i>conditions of contract</i> .  |
| <b>7</b>  | <b>Rights to material</b>  | No data required for this section of the conditions of contract   |
| <b>8</b>  | <b>Indemnity, insurance, and liability</b>   |   |
| 81.1      | The <i>Consultant</i> provides the insurance stated in   | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
|           | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993  |
| <b>9</b>  | <b>Termination</b>   | Refer to Secondary Clause X11   |
| <b>10</b> | <b>Data for Main Option Clauses</b>  |   |
| <b>A</b>  | Priced contract with activity schedule   | Activity schedule is included Part C2 section of this contract  |

**11 Data for Dispute Resolution  
Option W1**

|      |   |   |
|------|---|---|
| W1.1 | The <i>Adjudicator</i> is   | The person appointed jointly by the parties from the list of adjudicators contained below   |
| W1.2 | The <i>Adjudicator nominating body</i> is                           | The current Chairman of Johannesburg Advocate's Bar Council   |
| W1.4 | The <i>tribunal</i> is  | Arbitration   |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)  |
| W1.4 | The place where arbitration is to be held is                        | Johannesburg, South Africa.   |
| W1.4 | The person or organisation who will choose an arbitrator            | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |

**12 Data for Secondary Option  
Clauses**

**X7 Delay Damages**

|      |   |   |
|------|---|---|
| X7.1 | Delay damages of the whole of the <i>services</i> are | Amount per week is 1% up to a maximum of 10% total value of the Professional fees |
|------|---|---|

**X10 The *Employer's Agent***

|       |                                |  |
|-------|--------------------------------|--|
| X10.1 | The <i>Employer's Agent</i> is | <p>Name: Kamogelo Molawa</p> <p>Address: O.R. Tambo International Airport<br/>Private Bag X1<br/>Kempston Park<br/>1627</p> <p>The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data</p> |
|-------|--------------------------------|--|

**X11 Termination by *Employer***

|       |                  |  |
|-------|------------------|--|
| X11.1 | The Employer may | Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i> |
|-------|------------------|--|



### **X13 Performance Bond**

The Consultant shall provide a performance bond issued by a registered financial institution or insurer acceptable to the Employer, within 14 calendar days of receiving the signed contract.

The bond shall:

- Be valued at 10% of the total of the Prices (as stated in Clause X16.1).
- Be valid from the starting date until the Defects Certificate or termination certificate is issued.
- Be unconditional and payable on demand by the Employer in the event of default by the Consultant.
- Be in the format prescribed by the Employer or as agreed between the Parties.

If the Consultant fails to provide the performance bond within the stipulated period, the Employer may:

- Deduct the equivalent value of the bond (10% of the Prices) from any payments due,
- Hold such amount in retention until the bond is provided or the contract is terminated,
- Treat the failure as a material breach and initiate termination procedures.

|       |   |                                 |
|-------|---|---------------------------------|
| X16.1 | The <i>performance bond percentage</i> is | 10% of the total of the Prices. |
|-------|---|---------------------------------|

### **X18 Limitation of Liability**

|       |   |  |
|-------|---|--|
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to   | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue  |
| X18.2 | For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | <p>The Consultant's liability to the Employer for loss of or damage to the Employer's property is limited to the total of the Prices.</p> <p>This liability is subject to the terms, limits, exclusions, and deductibles set out in the <b>ACSA Standard Insurance Clauses for Landside Construction Contracts</b>, including but not limited to the Public Liability and Contract Works Insurance provisions.</p> |

---

|       |  |   |
|-------|--|---|
| X18.3 | The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | The Consultant's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices. |
|-------|--|---|

This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Design & Construct Professional Indemnity Insurance**, as referenced in the ACSA Standard Insurance Clauses.

---

|       |  |  |
|-------|--|--|
| X18.4 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters listed below, is limited to the <b>total of the Prices</b> . This limitation applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |
|-------|--|--|

The **excluded matters** are:

- Loss of or damage to the Employer's property (Clause X18.2),
- Delay damages (Clause X7),
- Defects liability (Clause X18.3),
- Insurance liability to the extent of the Consultant's risks,
- Death of or injury to a person,
- Damage to third-party property,
- Infringement of intellectual property rights.

The Consultant's liability for these excluded matters shall be subject to the **terms, limits, exclusions, and deductibles** set out in the **ACSA Standard Insurance Clauses for Landside Construction Contracts**, including but not limited to the Public Liability and Design & Construct Professional Indemnity Insurance provisions.

---

|       |                                     |   |
|-------|-------------------------------------|---|
| X18.5 | The <i>end of liability</i> date is | 52 weeks after Completion of the whole of the <i>services</i> |
|-------|-------------------------------------|---|

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**Z        ADDITIONAL CONDITIONS OF CONTRACT**

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**Z1        Estimation of fees**

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

---



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**Z2 Tax invoices**

**The *Consultant's* invoice.**

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

Invoices submitted by the Consultant to the Employer include

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

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

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

---

**Z3 Communications and Notices**

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

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

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5<sup>th</sup> (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

---

**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<br>(phone & e mail)   |
|--------------------------------------|----------|---|
| Adv. Ghandi Badela                   | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.              | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                  | Gauteng  | +27 11 535 1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.           | Gauteng  | +27 11 442 8555<br><a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a> |
| Mr. Sam Amod                         | Gauteng  | <a href="mailto:sam@samamod.com">sam@samamod.com</a>                                      |
| Adv. Sias Ryneke SC                  | Gauteng  | 083 653 2281<br><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>    |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027<br><a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>           |

#### Z4.1 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

|         |   |
|---------|---|
| Z5      | <b>Interpretation of the law</b>  |
|         | <b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |
| Z6      | <b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>   |
|         | The <i>Consultant</i> 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      | <b>Extending the defects date: add the following as a new core clause 46:</b>   |
| Z7.1    | If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .   |
| Z7.2    | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.   |
| Z7.3    | The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.   |
| Z8      | <b>Termination</b>  |
| Z8.1    | <b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.  |
| Z9      | <b>Cession, delegation and assignment</b>   |
| Z9.1    | The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.  |
| Z9.2    | The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity.   |
| Z10     | <b>Ethics</b>   |
| Z10.1   | The <i>Consultant</i> undertakes:   |
| Z10.1.1 | not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;  |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.   |

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Z10.2 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.

---

Z10.3 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.

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**Z11. Confidentiality**

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

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

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Z11.3 This undertaking shall not apply to –

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

---

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

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

---

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

---

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

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

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

---

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

**Z13 Intellectual Property**

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

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

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

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

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

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

Z13.4.3 the proper use of the Works.

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

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

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

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

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

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

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

**Part C1: Agreements and Contract Data****Part C1.2b Contract Data****Part two – Data provided by the *Consultant***

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

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

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

---

22.1 The *Consultant's key person* are:

1. Name:

**Role: Mechanical Engineer**

Responsibilities:

Qualifications:

Experience:

2. Name:

**Role: Electrical Engineer**

Responsibilities:

Qualifications:

Experience:

3. Name:

**Role: Civil/Structural Engineer**

Responsibilities:

Qualifications:

Experience:

---

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

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

- Availability of As-Built Information
- Access to Site
- Progress vs Programme
- Cash Flow Management

---

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

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

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

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**A Priced contract with activity schedule**

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

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

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

---

| <b>Project stage</b>                            | <b>Percentage points for each stage</b> |
|---|---|
| <b>Description</b>                              | <b>%</b>                                |
| Stage 1: Inception                              | 3%                                      |
| Stage 2: Concept and Viability                  | 7%                                      |
| Stage 3: Detail Development                     | 20%                                     |
| Stage 4: Documentation and Procurement          | 30%                                     |
| Stage 5: Contract Administration and Inspection | 35%                                     |
| Stage 6: Close-out                              | 5%                                      |

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

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

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

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

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

**Hereinafter referred to as "Client"**

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

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

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

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

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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



**ACCEPTANCE BY MANDATARY**

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

I .....a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

(Warrant his authority to sign)

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

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

**AIRPORT COMPANY SOUTH AFRICA**

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



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

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

Refer to Appendix A – INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS



## **Part C2: PRICING DATA**

### **C2.1 Pricing Instructions**

#### **Preamble**

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000.
3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The original pricing schedule provided in this contract must not be altered under any circumstances. Any additional items proposed by the bidder must be listed separately and clearly marked as optional or supplementary. These items will be considered at the discretion of the evaluation committee and must not interfere with the evaluation of the core pricing schedule.
5. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
6. Costs for all methods of communication are included in the fee and/or rates.
7. Special printing requirements are included in the fee and/or rates.
8. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
11. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
12. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
13. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
14. The percentage fees will be disbursed in stages upon completion of all activities within the stage.



15. Adjustment of fees:

- a. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- b. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- c. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

16. Estimated cost of construction work is: **R66 429 000,00 Ex VAT.**

## C2.2 Price Schedule

### Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below. The pricing structure for the professional services fees are as per below activity schedule.

| Item | Description  | Price    |                  |
|------|--|----------|------------------|
| 1    | Stage 1: inception   | R        |                  |
| 2    | Stage 2: Concept and Viability                                       | R        |                  |
| 3    | Stage 3: Design Development  | R        |                  |
| 4    | Stage 4: Documentation and Procurement                               | R        |                  |
| 5    | Stage 5 : Construction   | R        |                  |
| 6    | Stage 6: Close out   | R        |                  |
| 7    | <b>Subtotal 1</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 8    | Disbursements  | R        | 60 000,00        |
| 9    | <b>Subtotal 2</b>  | <b>R</b> | <b>60 000,00</b> |
|      |  |          |                  |
| 10   | Contingencies (at 10% of subtotal 1+ subtotal 2)                     | R        |                  |
| 11   | <b>Subtotal 3</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 12   | <b>Total Fees (subtotal 1+ Subtotal 2+ Subtotal 3) Excluding VAT</b> | <b>R</b> |                  |
|      |  |          |                  |
| 13   | Add 15% VAT  | R        |                  |
|      |  |          |                  |
| 14   | <b>Total Fee including VAT</b>                                       | <b>R</b> |                  |





## Part C3: SCOPE OF WORK

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

#### 1. Introduction

The appointed **multi-disciplinary engineering team**, comprising a **Mechanical Engineer, Electrical Engineer**, and **Civil/Structural Engineer**, shall provide comprehensive professional engineering services for the Third and Fourth Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA), North Wing. The team shall be responsible for the planning, design, documentation, coordination, and supervision of all engineering systems and infrastructure required to support the transformation of the existing office spaces into modern, compliant, and operationally efficient environments.

The engineering services shall be delivered across all project stages, from inception through to close-out, and shall include the integration of mechanical systems (including HVAC and wet services), electrical systems (including power distribution, lighting, and data), and civil/structural interventions (including structural modifications and reinforcements). All designs and installations shall comply with applicable South African legislation, including the **Occupational Health and Safety Act, National Building Regulations, SANS standards**, and relevant municipal by-laws.

The engineering team shall collaborate closely with the architectural consultant, the Construction Health and Safety Agent, and other specialist consultants to ensure that all engineering solutions are fully coordinated, safe, cost-effective, and aligned with the operational requirements of Airports Company South Africa (ACSA). During the construction phase, the engineers shall provide site supervision, technical support, and quality assurance to ensure that all works are executed to the required standards and specifications.

#### 2. Background

The 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA) is a strategic initiative aimed at modernizing and optimizing office spaces to align with Airports Company South Africa's (ACSA) operational and security requirements. Originally initiated in 2014 and reprioritized following a 2024 security audit, the project seeks to address critical spatial and compliance shortcomings while enhancing workplace functionality.

#### 3. Scope of Work

The engineering team shall collaborate with the architectural consultant, Construction Health and Safety Agent, and other specialists to ensure that all systems are safe, functional, cost-effective, and aligned with the operational requirements of Airports Company South Africa (ACSA). The engineers shall also provide technical oversight, quality assurance, and support during commissioning and handover phases.

Each engineer must be professionally registered with ECSA and operate in accordance with its Code of Conduct, Continuing Professional Development (CPD) requirements, and the Guideline Scope of Services and Tariff of Fees. The scope of work must be delivered in line with the ECSA Identification of Engineering Work (IDoW) for persons registered in their respective categories, which includes:

##### 3.1. Mechanical Engineer

###### 3.1.1. Design Responsibilities

- (i) Design HVAC systems including ventilation, heating, and cooling aligned with occupancy and spatial layout.
- (ii) Design wet services including water supply, drainage, and sanitary fittings.
- (iii) Ensure compliance with SANS standards, municipal by-laws, and fire safety regulations.
- (iv) Integrate mechanical systems with architectural and electrical layouts.

**3.1.2. Documentation & Procurement**

- (v) Prepare mechanical drawings, specifications, and schedules for tender.
- (vi) Assist in evaluating mechanical components in contractor submissions.
- (vii) Provide input on mechanical system commissioning requirements.

**3.1.3. Construction Phase**

- (i) Conduct site inspections to verify installation against design.
- (ii) Review and approve mechanical shop drawings and samples.
- (iii) Witness testing and commissioning of HVAC and wet services.
- (iv) Issue site instructions and resolve technical queries.

**3.1.4. Close-Out**

- (i) Verify completion of mechanical works.
- (ii) Assist in preparation of as-built documentation and O&M manuals.
- (iii) Provide input for final account and performance evaluation.

**3.2. Electrical Engineer**

**3.2.1. Design Responsibilities**

- (i) Design power distribution systems including lighting, sockets, and backup power.
- (ii) Design low-voltage systems including data, access control, and fire detection.
- (iii) Ensure compliance with SANS 10142, municipal regulations, and airport operational standards.
- (iv) Coordinate electrical layouts with architectural and mechanical systems.

**3.2.2. Documentation & Procurement**

- (i) Prepare electrical drawings, specifications, and load schedules.
- (ii) Assist in evaluating electrical components and contractor compliance.
- (iii) Provide input on testing and commissioning protocols.

**3.2.3. Construction Phase**

- (i) Conduct inspections to verify electrical installations.
- (ii) Review and approve electrical shop drawings and cable schedules.
- (iii) Witness testing of electrical systems including emergency lighting and fire detection.
- (iv) Issue site instructions and resolve technical queries.

**3.2.4. Close-Out**

- (i) Verify completion of electrical works.
- (ii) Assist in preparation of as-built drawings and compliance certificates.
- (iii) Provide input for final account and system handover.

**3.3. Civil/Structural Engineer**

**3.3.1. Design Responsibilities**

- (i) Assess existing structural conditions and propose modifications or reinforcements.
- (ii) Design structural interventions to support new layouts, partitions, and equipment loads.
- (iii) Ensure compliance with SANS 10100 and National Building Regulations.
- (iv) Coordinate structural design with architectural and services layouts.

**3.3.2. Documentation & Procurement**

- (i) Prepare structural drawings, reinforcement schedules, and specifications.
- (ii) Assist in evaluating contractor submissions for structural works.
- (iii) Provide input on temporary works and sequencing.



**3.3.3. Construction Phase**

- (i) Conduct structural inspections and monitor compliance with design.
- (ii) Review and approve shop drawings and method statements.
- (iii) Witness concrete pours and structural testing.
- (iv) Issue site instructions and resolve technical queries.

**3.3.4. Close-Out**

- (i) Verify completion of structural works.
- (ii) Assist in preparation of structural as-built documentation.
- (iii) Provide input for final account and structural certification.

**4. Project Personnel**

**4.1. Mechanical, Electrical and Civil/Structural Engineer Experience**

Proof that the each of the engineers have completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.

Relevant projects include:

- (a) Office reconfiguration and fit out projects
- (b) Building Services upgrades
- (c) Multi-storey office renovations
- (d) Airport Terminal buildings Construction/Upgrades
- (e) Public sector building project except schools

**4.2. PROFESSIONAL REGISTRATION**

Proof that the each engineer is professionally registered with the ECSA as a Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech).



### **C3.3.1 General Matters & Requirements**

#### **1. Providing the Services**

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

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

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

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

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

#### **2. Compliance with Laws**

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



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

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

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

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

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

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

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

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

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

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

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

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

### **6. Personnel**

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

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

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



**7. Order of Services**

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

**8. Methods of Working**

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

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

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

**9. Method and Resources Statements**

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

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

**10. Change Control**

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

**11. Notice Boards**

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

**12. Invoicing and Payment**

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

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25<sup>th</sup>.

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

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

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



### **C3.3.2 Quality Control & Assurance**

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

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

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

### **C3.3.3 Drawings & Documents**

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

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

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

#### **2. Drawing Requirements**

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

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

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

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

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





**3. Document Tracking System**

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

**4. Submission Schedule**

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

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

**5. Document Submissions**

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

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

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

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

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

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

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

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

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

**7. Format for Retention**

The Consultant retains original documents.





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

##### **1. Programme**

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

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

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

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

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

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

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

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

###### **1.2.1 Dates for issue and acceptance of drawings;**

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

## **2. Reporting**

### **2.1 Monthly Progress Reports**

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

Each report includes:

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



- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
- 2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
- 2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

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

## 2.2 Additional Weekly and Daily Reports

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

- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

## 2.3 Reports on Disputed Work

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

## 2.4 Additional Reports

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

## 3. Meetings

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

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

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

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



## **Part C4: Site Information**

### **1. Description of the Site and its surroundings**

The project is located at O.R. Tambo International Airport (ORTIA), within the Terminal A North Wing, specifically targeting the third and fourth floors of the existing administrative office block. These floors are currently configured as closed-plan offices and will be reconfigured into modern, open-plan workspaces.

The scope also includes interventions in the Parking Office, which is situated adjacent to or within the same administrative block, and forms part of the broader spatial optimization strategy.

*Note: The project is not located on the airside. It is within the landside operational zone, accessible to staff and contractors without airside clearance, but still subject to standard airport security protocols.*

### **2. Functional Importance**

These office levels accommodate key operational and executive functions, including offices for the AGM and GM, and the Parking Office, which supports landside operations. The reconfiguration aims to improve spatial efficiency, security, and compliance with ACSA's branding and operational standards.

### **3. Access and Security**

The site is within a restricted landside zone, requiring personal access permits issued by ACSA Security. No airside permits (e.g., AVOP or airside vehicle permits) are required for this project. Access to the Parking Office may require coordination with ACSA Parking and Facilities Management teams. All personnel must comply with airport safety, fire, and environmental regulations.

### **4. Site Constraints**

The site is surrounded by active airport operations, including passenger movement and staff circulation. Existing infrastructure includes live services (electrical, data, water), which must be protected during construction. Coordination with airport departments (e.g., Engineering, Security, Parking) is essential to avoid operational disruptions.



## Part C5: Annexures

### ANNEXURE A: Compliance with Codes & Standards

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

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

The minimum ACSA requirements are:

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

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

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



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



## ANNEXURE B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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





# AIRPORTS COMPANY SOUTH AFRICA

## **NEC3 PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL QUANTITY SURVEYING SERVICES**



## **THIRD & FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**

**PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL QUANTITY SURVEYING CONSULTANT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and

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

for **PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL QUANTITY SURVEYING CONSULTANT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

---

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

---



## Part C1: Agreements and Contract Data

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

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for:  
**PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL QUANTITY SURVEYING CONSULTANT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS.**

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

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

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

(in words).....  
 Rands;

(in figures) R.....

Percentage of the estimated construction value of R76,393,350.00 (including VAT which is equal to ..... %

**The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage will be adjusted to align with construction value.**

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

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



Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



## ACCEPTANCE

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

The terms of the contract, are contained in:

|         |   |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance)  |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work: Works Information  |
| Part C4 | Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. |

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date



### Schedule of Deviations

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

#### **For the Employer**

#### **For the Bidder**

Signature (s)

.....

.....

Name (s)

.....

.....

Capacity

.....

.....

**Name and Address**

**Airports Company South Africa  
SOC Limited**

OR Tambo International Airport

Private Bag X1, Kempton Park, 1627

.....

.....

Name &  
Signature of  
witness

*(Insert name and address of  
organisation)*

.....

*(Insert name and address of organisation)*

.....

Date

.....

.....



## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

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

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

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

| Clause   | Statement  | Data   |
|----------|--|--|
| <b>1</b> | <b>General</b>   |  |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |  |
|          | Main Option  | <b>A: Priced contract with activity schedule</b>   |
|          | Dispute resolution Option  | <b>W1: Dispute resolution procedure</b>  |
|          | Secondary Options<br>(incorporating amendments)  | <b>X7: Delay damages</b><br><b>X10: Employer's Agent</b><br><b>X11: Termination by the Employer</b><br><b>X13: Performance bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b><br>of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1     | The <i>Employer</i> is (Name)  | Airports Company South Africa SOC Limited,<br>O.R. Tambo International Airport   |
|          | Address  | Airports Company South Africa SOC Limited<br><br>O.R. Tambo International Airport<br>Private Bag X1, Kempton Park<br>1627  |
|          | Telephone  | +27 11 921 6911  |
|          | Fax  | +27 11 390 1012  |

|          |  |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
|----------|--|--|-----------|-------------|---|-----------------|---------------------|---|--|--|---|--|--|--|
| 11.2(9)  | The services are   | PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL QUANTITY SURVEYING CONSULTANT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 11.2(10) |  | the following matters will be included in the Risk Register <ul style="list-style-type: none"><li>• Availability of as-built information</li><li>• Access to site</li><li>• Site constraints and constructability</li><li>• Statutory requirements and approvals</li></ul>   |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 11.2(11) | The Scope is in  | the document called Part C3: Scope of Work   |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 12.2     | The law of the contract is   | the law of the Republic of South Africa  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 13.1     | The language of this contract is   | English  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 13.3     | The period of reply is   | Seven (7) days   |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 13.6     | The period of retention is   | 5 years following Completion or earlier termination of a contract  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 2        | The Parties' main responsibilities   |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 20.1     | The Employer provides access to the following persons, places and things   |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
|          | <table><tr><td></td><td>Access to</td><td>Access date</td></tr><tr><td>1</td><td>Any Information</td><td>Upon contract award</td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr></table> |  | Access to | Access date | 1 | Any Information | Upon contract award | 2 |  |  | 3 |  |  |  |
|          | Access to  | Access date  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 1        | Any Information  | Upon contract award  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 2        |  |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 3        |  |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 3        | Time   |  |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 30.1     | The starting date is   | the date on which the Employer signs the contract. Upon signing, the actual starting date shall be recorded in the contract and shall serve as the reference point for calculating the completion date as stated in Clause 30.2.   |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 30.2     | The completion date is   | four (4) years from the date of signing of this contract. Upon signing by the Employer, the actual completion date shall be recorded in the contract and shall align with this four-year term. The contract shall automatically terminate on the recorded completion date unless extended by mutual written agreement between the Parties. |           |             |   |                 |                     |   |  |  |   |  |  |  |
| 31.1     | The Consultant submits a first (preliminary) programme with the tender by  | 14 days after the contract date (after the starting date).   |           |             |   |                 |                     |   |  |  |   |  |  |  |



|           |  |   |
|-----------|--|---|
| 32.2      | The <i>Consultant</i> submits revised programmes at intervals no longer than   | Four (4) weeks  |
| <b>4</b>  | <b>Quality</b>   |   |
| 40.2      | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.  |   |
| 41.2      | The <i>defects date</i> is   | 52 weeks after Completion of the whole of the <i>services</i>   |
| 43.2      | The <i>defects correction period</i> is  | Two (2) weeks   |
| <b>5</b>  | <b>Payment</b>   |   |
| 50.1      | The <i>assessment interval</i> is  | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month  |
| 51.1      | The period within which payment is made is   | Four to six (4-6) weeks after the receipt of the tax invoice  |
| 51.2      | The <i>currency of this contract</i> is the  | South African Rand  |
| 51.4      | The <i>interest rate</i> is  | The prime lending rate of the Nedbank Bank as determined from time to time  |
| <b>6</b>  | <b>Compensation events</b>   | No data required for this section of the <i>conditions of contract</i> .  |
| <b>7</b>  | <b>Rights to material</b>  | No data required for this section of the conditions of contract   |
| <b>8</b>  | <b>Indemnity, insurance, and liability</b>   |   |
| 81.1      | The <i>Consultant</i> provides the insurance stated in   | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
|           | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993  |
| <b>9</b>  | <b>Termination</b>   | Refer to Secondary Clause X11   |
| <b>10</b> | <b>Data for Main Option Clauses</b>  |   |
| <b>A</b>  | Priced contract with activity schedule   | Activity schedule is included Part C2 section of this contract  |

**11 Data for Dispute Resolution  
Option W1**

|      |   |   |
|------|---|---|
| W1.1 | The <i>Adjudicator</i> is   | The person appointed jointly by the parties from the list of adjudicators contained below   |
| W1.2 | The <i>Adjudicator nominating body</i> is                           | The current Chairman of Johannesburg Advocate's Bar Council   |
| W1.4 | The <i>tribunal</i> is  | Arbitration   |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)  |
| W1.4 | The place where arbitration is to be held is                        | Johannesburg, South Africa.   |
| W1.4 | The person or organisation who will choose an arbitrator            | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |

**12 Data for Secondary Option  
Clauses**

**X7 Delay Damages**

|      |   |   |
|------|---|---|
| X7.1 | Delay damages of the whole of the <i>services</i> are | Amount per week is 1% up to a maximum of 10% total value of the Professional fees |
|------|---|---|

**X10 The *Employer's Agent***

|       |                                |  |
|-------|--------------------------------|--|
| X10.1 | The <i>Employer's Agent</i> is | <p>Name: Kamogelo Molawa</p> <p>Address: O.R. Tambo International Airport<br/>Private Bag X1<br/>Kempston Park<br/>1627</p> <p>The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data</p> |
|-------|--------------------------------|--|

**X11 Termination by *Employer***

|       |                  |  |
|-------|------------------|--|
| X11.1 | The Employer may | Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i> |
|-------|------------------|--|

**X13 Performance Bond**

The Consultant shall provide a performance bond issued by a registered financial institution or insurer acceptable to the Employer, within 14 calendar days of receiving the signed contract.

The bond shall:

- Be valued at 10% of the total of the Prices (as stated in Clause X16.1).
- Be valid from the starting date until the Defects Certificate or termination certificate is issued.
- Be unconditional and payable on demand by the Employer in the event of default by the Consultant.
- Be in the format prescribed by the Employer or as agreed between the Parties.

If the Consultant fails to provide the performance bond within the stipulated period, the Employer may:

- Deduct the equivalent value of the bond (10% of the Prices) from any payments due,
- Hold such amount in retention until the bond is provided or the contract is terminated,
- Treat the failure as a material breach and initiate termination procedures.

|       |   |                                 |
|-------|---|---------------------------------|
| X16.1 | The <i>performance bond percentage</i> is | 10% of the total of the Prices. |
|-------|---|---------------------------------|

**X18 Limitation of Liability**

|       |   |  |
|-------|---|--|
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to   | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue  |
| X18.2 | For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | <p>The Consultant's liability to the Employer for loss of or damage to the Employer's property is limited to the total of the Prices.</p> <p>This liability is subject to the terms, limits, exclusions, and deductibles set out in the <b>ACSA Standard Insurance Clauses for Landside Construction Contracts</b>, including but not limited to the Public Liability and Contract Works Insurance provisions.</p> |

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|       |  |   |
|-------|--|---|
| X18.3 | The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | The Consultant's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices. |
|-------|--|---|

This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Design & Construct Professional Indemnity Insurance**, as referenced in the ACSA Standard Insurance Clauses.

---

|       |  |  |
|-------|--|--|
| X18.4 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters listed below, is limited to the <b>total of the Prices</b> . This limitation applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |
|-------|--|--|

The **excluded matters** are:

- Loss of or damage to the Employer's property (Clause X18.2),
- Delay damages (Clause X7),
- Defects liability (Clause X18.3),
- Insurance liability to the extent of the Consultant's risks,
- Death of or injury to a person,
- Damage to third-party property,
- Infringement of intellectual property rights.

The Consultant's liability for these excluded matters shall be subject to the **terms, limits, exclusions, and deductibles** set out in the **ACSA Standard Insurance Clauses for Landside Construction Contracts**, including but not limited to the Public Liability and Design & Construct Professional Indemnity Insurance provisions.

---

|       |                                     |   |
|-------|-------------------------------------|---|
| X18.5 | The <i>end of liability</i> date is | 52 weeks after Completion of the whole of the <i>services</i> |
|-------|-------------------------------------|---|

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**Z      ADDITIONAL CONDITIONS OF CONTRACT**

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**Z1      Estimation of fees**

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

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**Z2 Tax invoices**

**The *Consultant's* invoice.**

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

Invoices submitted by the Consultant to the Employer include

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

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

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

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**Z3 Communications and Notices**

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

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

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5<sup>th</sup> (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

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**Z4 Appointment of the  
Adjudicator**

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

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

#### Panel of Adjudicators

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

#### Z4.1 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

|         |   |
|---------|---|
| Z5      | <b>Interpretation of the law</b>  |
|         | <b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |
| Z6      | <b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>   |
|         | The <i>Consultant</i> 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      | <b>Extending the defects date: add the following as a new core clause 46:</b>   |
| Z7.1    | If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .   |
| Z7.2    | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.   |
| Z7.3    | The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.   |
| Z8      | <b>Termination</b>  |
| Z8.1    | <b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.  |
| Z9      | <b>Cession, delegation and assignment</b>   |
| Z9.1    | The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.  |
| Z9.2    | The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity.   |
| Z10     | <b>Ethics</b>   |
| Z10.1   | The <i>Consultant</i> undertakes:   |
| Z10.1.1 | not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;  |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.   |

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Z10.2 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.

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Z10.3 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.

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**Z11. Confidentiality**

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

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

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Z11.3 This undertaking shall not apply to –

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

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

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

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

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

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

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

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

**Z13 Intellectual Property**

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

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

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

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

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

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

Z13.4.3 the proper use of the Works.

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

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

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

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

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

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

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



## Part C1: Agreements and Contract Data

### Part C1.2b Contract Data

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

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

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

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

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

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

**A Priced contract with activity schedule**

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

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

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

| <b>Project stage</b>                            | <b>Percentage points for each stage</b> |
|---|---|
| <b>Description</b>                              | <b>%</b>                                |
| Stage 1: Inception                              | 5%                                      |
| Stage 2: Concept and Viability                  | 10%                                     |
| Stage 3: Detail Development                     | 15%                                     |
| Stage 4: Documentation and Procurement          | 40%                                     |
| Stage 5: Contract Administration and Inspection | 25%                                     |
| Stage 6: Close-out                              | 5%                                      |



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

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

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

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

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

**Hereinafter referred to as "Client"**

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

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

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

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

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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



**ACCEPTANCE BY MANDATARY**

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

I .....a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

(Warrant his authority to sign)

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

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

**AIRPORT COMPANY SOUTH AFRICA**

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



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

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

Refer to Appendix A – INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS





## Part C2: PRICING DATA

### C2.1 Pricing Instructions

#### Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Quantity Surveying Profession Act 49 of 2000.
3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The original pricing schedule provided in this contract must not be altered under any circumstances. Any additional items proposed by the bidder must be listed separately and clearly marked as optional or supplementary. These items will be considered at the discretion of the evaluation committee and must not interfere with the evaluation of the core pricing schedule.
5. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
6. Costs for all methods of communication are included in the fee and/or rates.
7. Special printing requirements are included in the fee and/or rates.
8. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
11. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
12. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
13. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
14. The percentage fees will be disbursed in stages upon completion of all activities within the stage.



15. Adjustment of fees:

- a. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- b. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- c. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

16. Estimated cost of construction work is: **R66 429 000,00 Ex VAT.**

## C2.2 Price Schedule

### Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below. The pricing structure for the professional services fees are as per below activity schedule.

| Item | Description  | Price    |                  |
|------|--|----------|------------------|
| 1    | Stage 1: inception   | R        |                  |
| 2    | Stage 2: Concept and Viability                                       | R        |                  |
| 3    | Stage 3: Design Development  | R        |                  |
| 4    | Stage 4: Documentation and Procurement                               | R        |                  |
| 5    | Stage 5 : Construction   | R        |                  |
| 6    | Stage 6: Close out   | R        |                  |
| 7    | <b>Subtotal 1</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 8    | Disbursements  | R        | 60 000,00        |
| 9    | <b>Subtotal 2</b>  | <b>R</b> | <b>60 000,00</b> |
|      |  |          |                  |
| 10   | Contingencies (at 10% of subtotal 1+ subtotal 2)                     | R        |                  |
| 11   | <b>Subtotal 3</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 12   | <b>Total Fees (subtotal 1+ Subtotal 2+ Subtotal 3) Excluding VAT</b> | <b>R</b> |                  |
|      |  |          |                  |
| 13   | Add 15% VAT  | R        |                  |
|      |  |          |                  |
| 14   | <b>Total Fee including VAT</b>                                       | <b>R</b> |                  |



## Part C3: SCOPE OF WORK

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

#### 1. Introduction

The Quantity Surveyor shall provide comprehensive professional services in accordance with the standards and guidelines set out by the South African Council for the Quantity Surveying Profession (SACQSP). These services are to be rendered for the development of the 3rd and 4th floor office spaces, which form part of a broader commercial refurbishment and fit-out project. The QS will work collaboratively with the appointed architects, engineers, and other consultants to ensure accurate cost planning, effective procurement, and financial control throughout the project lifecycle.

The scope of services shall include, but not be limited to, the following:

- Cost estimation and budget preparation
- Preparation of Bills of Quantities and tender documentation
- Tender evaluation and recommendation
- Contract administration and financial reporting
- Progress valuations and interim payment certificates
- Final account preparation and close-out

All services shall be performed in alignment with the project programme, statutory requirements, and the client's objectives for quality, cost efficiency, and timely delivery.

#### 2. Background

The 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA) is a strategic initiative aimed at modernizing and optimizing office spaces to align with Airports Company South Africa's (ACSA) operational and security requirements. Originally initiated in 2014 and reprioritized following a 2024 security audit, the project seeks to address critical spatial and compliance shortcomings while enhancing workplace functionality.

#### 3. Scope of Work

The Quantity Surveyor shall provide professional services in accordance with the **Quantity Surveying Profession Act (Act No. 49 of 2000)** and the **Identification of Work (IDoW) Policy** issued by the **South African Council for the Quantity Surveying Profession (SACQSP)**. The services shall be rendered across all project stages and shall include the following:

##### 3.1. Project Inception (Stage 1)

- (a) Understand the client's requirements and project objectives.
- (b) Advise on the feasibility of the project from a cost perspective.
- (c) Assist in developing a preliminary budget estimate.
- (d) Provide input into the project brief regarding cost implications.

##### 3.2. Concept and Viability (Stage 2)

- (a) Prepare initial cost estimates based on conceptual designs.
- (b) Advise on alternative design solutions and their cost implications.
- (c) Assist in establishing the project budget and cost limits.
- (d) Identify potential cost risks and mitigation strategies.



### **3.3. Design Development (Stage 3)**

- a) Refine cost estimates in line with developed designs.
- b) Prepare elemental cost plans and update them as designs evolve.
- c) Advise on procurement strategies and contract types.
- d) Coordinate with engineers and architects to ensure cost-effective design solutions.

### **3.4. Documentation and Procurement (Stage 4)**

- a) Prepare detailed Bills of Materials (BOQ) and/or schedules of rates.
- b) Assist in the preparation of tender documentation.
- c) Conduct tender evaluations and provide recommendations.
- d) Participate in contract negotiations and finalisation.

### **3.5. Construction (Stage 5)**

- a) Administer the financial aspects of the construction contract.
- b) Evaluate contractor claims and issue interim payment certificates.
- c) Monitor project costs and provide regular cost reports.
- d) Advise on cost variations and their impact on the budget.

### **3.6. Close-Out (Stage 6)**

- a) Prepare the final account and reconcile all project costs.
- b) Assist in resolving any outstanding financial matters.
- c) Provide a final cost report and analysis.
- d) Support post-project evaluations and lessons learned.

### **3.7. Additional Responsibilities**

- a) Ensure compliance with SACQSP ethical and professional standards.
- b) Maintain accurate and auditable records of all cost-related activities.
- c) Attend project meetings and provide cost-related input.
- d) Collaborate with other consultants to ensure integrated project delivery.



#### **4. Project Personnel**

##### **4.1. Quantity Surveyor Experience**

Proof that the each of the engineers have completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.

Relevant projects include:

- (a) Office reconfiguration and fit out projects
- (b) Building Services upgrades
- (c) Multi-storey office renovations
- (d) Airport Terminal buildings Construction/Upgrades
- (e) Public sector building project except schools

##### **4.2. Professional Registration**

Proof that the Quantity Surveyor is professionally registered with the SACQSP as a Professional Quantity Surveyor.



### **C3.3.1 General Matters & Requirements**

#### **1. Providing the Services**

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

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

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

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

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

#### **2. Compliance with Laws**

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



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

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

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

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

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

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

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

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

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

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

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

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

### **6. Personnel**

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

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

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





**7. Order of Services**

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

**8. Methods of Working**

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

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

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

**9. Method and Resources Statements**

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

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

**10. Change Control**

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

**11. Notice Boards**

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

**12. Invoicing and Payment**

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

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25<sup>th</sup>.

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

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

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



### **C3.3.2 Quality Control & Assurance**

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

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

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

### **C3.3.3 Drawings & Documents**

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

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

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

#### **2. Drawing Requirements**

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

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

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

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

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



**3. Document Tracking System**

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

**4. Submission Schedule**

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

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

**5. Document Submissions**

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

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

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

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

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

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

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

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

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

**7. Format for Retention**

The Consultant retains original documents.



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

##### **1. Programme**

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

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

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

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

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

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

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

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

###### **1.2.1 Dates for issue and acceptance of drawings;**

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

## **2. Reporting**

### **2.1 Monthly Progress Reports**

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

Each report includes:

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



- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
- 2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
- 2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

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

## 2.2 Additional Weekly and Daily Reports

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

- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

## 2.3 Reports on Disputed Work

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

## 2.4 Additional Reports

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

## 3. Meetings

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

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

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

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



## **Part C4: Site Information**

### **1. Description of the Site and its surroundings**

The project is located at O.R. Tambo International Airport (ORTIA), within the Terminal A North Wing, specifically targeting the third and fourth floors of the existing administrative office block. These floors are currently configured as closed-plan offices and will be reconfigured into modern, open-plan workspaces.

The scope also includes interventions in the Parking Office, which is situated adjacent to or within the same administrative block, and forms part of the broader spatial optimization strategy.

*Note: The project is not located on the airside. It is within the landside operational zone, accessible to staff and contractors without airside clearance, but still subject to standard airport security protocols.*

### **2. Functional Importance**

These office levels accommodate key operational and executive functions, including offices for the AGM and GM, and the Parking Office, which supports landside operations. The reconfiguration aims to improve spatial efficiency, security, and compliance with ACSA's branding and operational standards.

### **3. Access and Security**

The site is within a restricted landside zone, requiring personal access permits issued by ACSA Security. No airside permits (e.g., AVOP or airside vehicle permits) are required for this project. Access to the Parking Office may require coordination with ACSA Parking and Facilities Management teams. All personnel must comply with airport safety, fire, and environmental regulations.

### **4. Site Constraints**

The site is surrounded by active airport operations, including passenger movement and staff circulation. Existing infrastructure includes live services (electrical, data, water), which must be protected during construction. Coordination with airport departments (e.g., Engineering, Security, Parking) is essential to avoid operational disruptions.





## Part C5: Annexures

### ANNEXURE A: Compliance with Codes & Standards

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

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

The minimum ACSA requirements are:

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

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

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





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



## ANNEXURE B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



# AIRPORTS COMPANY SOUTH AFRICA

## **NEC3 PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY SERVICES**



### **THIRD & FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT ORTIA**

**PROFESSIONAL SERVICES CONTRACT FOR: THE PROVISION OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and

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

for **THE PROVISION OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS**

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



## Part C1: Agreements and Contract Data

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

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for:  
**THE PROVISION OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT FOR THE THIRD AND FOURTH FLOOR OFFICE RECONFIGURATION PROJECT AT OR TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 48 MONTHS.**

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

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

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

(in words).....  
 Rands;

(in figures) R.....

Percentage of the estimated construction value of R76,393,350.00 (including VAT which is equal to ..... %

**The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage will be adjusted to align with construction value.**

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

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



Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



## ACCEPTANCE

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

The terms of the contract, are contained in:

|         |   |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance)  |
| Part C2 | Pricing Data  |
| Part C3 | Scope of Work: Works Information  |
| Part C4 | Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. |

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date





### Schedule of Deviations

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

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

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

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



## Part C1: Agreements and Contract Data

### Part C1.2a Contract Data

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

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

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

| Clause   | Statement  | Data   |
|----------|--|--|
| <b>1</b> | <b>General</b>   |  |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |  |
|          | Main Option  | <b>A: Priced contract with activity schedule</b>   |
|          | Dispute resolution Option  | <b>W1: Dispute resolution procedure</b>  |
|          | Secondary Options<br>(incorporating amendments)  | <b>X7: Delay damages</b><br><b>X10: Employer's Agent</b><br><b>X11: Termination by the Employer</b><br><b>X13: Performance bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b><br>of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1     | The <i>Employer</i> is (Name)  | Airports Company South Africa SOC Limited,<br>O.R. Tambo International Airport   |
|          | Address  | Airports Company South Africa SOC Limited<br><br>O.R. Tambo International Airport<br>Private Bag X1, Kempton Park<br>1627  |
|          | Telephone  | +27 11 921 6911  |
|          | Fax  | +27 11 390 1012  |

11.2(9) The services are The Provision of a Professional Construction Health & e`w Safety Agent For The Third And Fourth Floor Office Reconfiguration Project At Or Tambo International Airport For A Period Of 48 Months

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

- Availability of as-built information
- Access to site
- Site constraints and constructability
- Statutory requirements and approvals

11.2(11) The Scope is in the document called Part C3: Scope of Work

12.2 The law of the contract is the law of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period of reply is Seven (7) days

13.6 The period of retention is 5 years following Completion or earlier termination of a contract

## **2 The Parties' main responsibilities**

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

|          | <b>Access to</b> | <b>Access date</b>  |
|----------|------------------|---------------------|
| <b>1</b> | Any Information  | Upon contract award |
| <b>2</b> |                  |                     |
| <b>3</b> |                  |                     |

## **3 Time**

30.1 The *starting date* is **the date on which the Employer signs the contract.** Upon signing, the actual starting date shall be recorded in the contract and shall serve as the reference point for calculating the completion date as stated in Clause 30.2.

30.2 The *completion date* is **four (4) years from the date of signing of this contract.** Upon signing by the Employer, the actual completion date shall be recorded in the contract and shall align with this four-year term. The contract shall automatically terminate on the recorded completion date unless extended by mutual written agreement between the Parties.

31.1 The *Consultant* submits a first (preliminary) programme with the tender by 14 days after the contract date (after the starting date).

|           |  |   |
|-----------|--|---|
| 32.2      | The <i>Consultant</i> submits revised programmes at intervals no longer than   | Four (4) weeks  |
| <b>4</b>  | <b>Quality</b>   |   |
| 40.2      | The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.  |   |
| 41.2      | The <i>defects date</i> is   | 52 weeks after Completion of the whole of the <i>services</i>   |
| 43.2      | The <i>defects correction period</i> is  | Two (2) weeks   |
| <b>5</b>  | <b>Payment</b>   |   |
| 50.1      | The <i>assessment interval</i> is  | Every four (4) weeks, on the 25 <sup>th</sup> day of each successive month  |
| 51.1      | The period within which payment is made is   | Four to six (4-6) weeks after the receipt of the tax invoice  |
| 51.2      | The <i>currency of this contract</i> is the  | South African Rand  |
| 51.4      | The <i>interest rate</i> is  | The prime lending rate of the Nedbank Bank as determined from time to time  |
| <b>6</b>  | <b>Compensation events</b>   | No data required for this section of the <i>conditions of contract</i> .  |
| <b>7</b>  | <b>Rights to material</b>  | No data required for this section of the conditions of contract   |
| <b>8</b>  | <b>Indemnity, insurance, and liability</b>   |   |
| 81.1      | The <i>Consultant</i> provides the insurance stated in   | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
|           | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993  |
| <b>9</b>  | <b>Termination</b>   | Refer to Secondary Clause X11   |
| <b>10</b> | <b>Data for Main Option Clauses</b>  |   |
| <b>A</b>  | Priced contract with activity schedule   | Activity schedule is included Part C2 section of this contract  |

**11 Data for Dispute Resolution  
Option W1**

|      |   |   |
|------|---|---|
| W1.1 | The <i>Adjudicator</i> is   | The person appointed jointly by the parties from the list of adjudicators contained below   |
| W1.2 | The <i>Adjudicator nominating body</i> is                           | The current Chairman of Johannesburg Advocate's Bar Council   |
| W1.4 | The <i>tribunal</i> is  | Arbitration   |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)  |
| W1.4 | The place where arbitration is to be held is                        | Johannesburg, South Africa.   |
| W1.4 | The person or organisation who will choose an arbitrator            | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |

**12 Data for Secondary Option  
Clauses**

**X7 Delay Damages**

|      |   |   |
|------|---|---|
| X7.1 | Delay damages of the whole of the <i>services</i> are | Amount per week is 1% up to a maximum of 10% total value of the Professional fees |
|------|---|---|

**X10 The *Employer's Agent***

|       |                                |  |
|-------|--------------------------------|--|
| X10.1 | The <i>Employer's Agent</i> is | <p>Name: Kamogelo Molawa</p> <p>Address: O.R. Tambo International Airport<br/>Private Bag X1<br/>Kempston Park<br/>1627</p> <p>The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data</p> |
|-------|--------------------------------|--|

**X11 Termination by *Employer***

|       |                  |  |
|-------|------------------|--|
| X11.1 | The Employer may | Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i> |
|-------|------------------|--|

**X13 Performance Bond**

The Consultant shall provide a performance bond issued by a registered financial institution or insurer acceptable to the Employer, within 14 calendar days of receiving the signed contract.

The bond shall:

- Be valued at 10% of the total of the Prices (as stated in Clause X16.1).
- Be valid from the starting date until the Defects Certificate or termination certificate is issued.
- Be unconditional and payable on demand by the Employer in the event of default by the Consultant.
- Be in the format prescribed by the Employer or as agreed between the Parties.

If the Consultant fails to provide the performance bond within the stipulated period, the Employer may:

- Deduct the equivalent value of the bond (10% of the Prices) from any payments due,
- Hold such amount in retention until the bond is provided or the contract is terminated,
- Treat the failure as a material breach and initiate termination procedures.

|       |   |                                 |
|-------|---|---------------------------------|
| X16.1 | The <i>performance bond percentage</i> is | 10% of the total of the Prices. |
|-------|---|---------------------------------|

**X18 Limitation of Liability**

|       |   |  |
|-------|---|--|
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to   | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue  |
| X18.2 | For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | <p>The Consultant's liability to the Employer for loss of or damage to the Employer's property is limited to the total of the Prices.</p> <p>This liability is subject to the terms, limits, exclusions, and deductibles set out in the <b>ACSA Standard Insurance Clauses for Landside Construction Contracts</b>, including but not limited to the Public Liability and Contract Works Insurance provisions.</p> |

---

|       |  |   |
|-------|--|---|
| X18.3 | The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to | The Consultant's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to the total of the Prices. |
|-------|--|---|

This liability is subject to the terms, limits, exclusions, and deductibles set out in the **ACSA Design & Construct Professional Indemnity Insurance**, as referenced in the ACSA Standard Insurance Clauses.

---

|       |  |  |
|-------|--|--|
| X18.4 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters listed below, is limited to the <b>total of the Prices</b> . This limitation applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. |
|-------|--|--|

The **excluded matters** are:

- Loss of or damage to the Employer's property (Clause X18.2),
- Delay damages (Clause X7),
- Defects liability (Clause X18.3),
- Insurance liability to the extent of the Consultant's risks,
- Death of or injury to a person,
- Damage to third-party property,
- Infringement of intellectual property rights.

The Consultant's liability for these excluded matters shall be subject to the **terms, limits, exclusions, and deductibles** set out in the **ACSA Standard Insurance Clauses for Landside Construction Contracts**, including but not limited to the Public Liability and Design & Construct Professional Indemnity Insurance provisions.

---

|       |                                     |   |
|-------|-------------------------------------|---|
| X18.5 | The <i>end of liability</i> date is | 52 weeks after Completion of the whole of the <i>services</i> |
|-------|-------------------------------------|---|

---

**Z        ADDITIONAL CONDITIONS OF CONTRACT**

---

**Z1        Estimation of fees**

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

---

---

**Z2 Tax invoices**

**The *Consultant's* invoice.**

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

Invoices submitted by the Consultant to the Employer include

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

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

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

---

**Z3 Communications and Notices**

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

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

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5<sup>th</sup> (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

---

**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<br>(phone & e mail)   |
|--------------------------------------|----------|---|
| Adv. Ghandi Badela                   | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.              | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                  | Gauteng  | +27 11 535 1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.           | Gauteng  | +27 11 442 8555<br><a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a> |
| Mr. Sam Amod                         | Gauteng  | <a href="mailto:sam@samamod.com">sam@samamod.com</a>                                      |
| Adv. Sias Ryneke SC                  | Gauteng  | 083 653 2281<br><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>    |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027<br><a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>           |

#### Z4.1 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

|         |   |
|---------|---|
| Z5      | <b>Interpretation of the law</b>  |
|         | <b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |
| Z6      | <b>Providing the Works: Delete core clause 20.1 and replace with the following:</b>   |
|         | The <i>Consultant</i> 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      | <b>Extending the defects date: add the following as a new core clause 46:</b>   |
| Z7.1    | If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .   |
| Z7.2    | If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.   |
| Z7.3    | The <i>Project Manager</i> notifies the <i>Consultant</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.   |
| Z8      | <b>Termination</b>  |
| Z8.1    | <b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.  |
| Z9      | <b>Cession, delegation and assignment</b>   |
| Z9.1    | The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.  |
| Z9.2    | The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity.   |
| Z10     | <b>Ethics</b>   |
| Z10.1   | The <i>Consultant</i> undertakes:   |
| Z10.1.1 | not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;  |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.   |

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Z10.2 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.

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Z10.3 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.

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**Z11. Confidentiality**

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

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

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Z11.3 This undertaking shall not apply to –

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

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

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

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

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

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

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

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

**Z13 Intellectual Property**

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

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

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

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

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

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

Z13.4.3 the proper use of the Works.

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

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

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

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

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

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

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



## Part C1: Agreements and Contract Data

### Part C1.2b Contract Data

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

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

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

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



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

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**A      Priced contract with activity schedule**


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

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

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

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| <b><i>Project stage</i></b>                       | <b>Percentage points for each stage</b> |
|---|---|
| <b>Description</b>                                | <b>%</b>                                |
| Stage 1: Project Initiation and Briefing          | 2%                                      |
| Stage 2: Concept and Feasibility                  | 15%                                     |
| Stage 3: Detail Development                       | 20%                                     |
| Stage 4: Tender Documentation and Procurement     | 30%                                     |
| Stage 5: Construction and Contract Administration | 30%                                     |
| Stage 6: Close-out Services                       | 3%                                      |

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

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

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

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

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

**Hereinafter referred to as "Client"**

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

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

#### **MANDATORY'S MAIN SCOPE OF WORK**

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

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

|                        |
|------------------------|
| <b>THE UNDERTAKING</b> |
|------------------------|

The Mandatory undertakes to comply with:

**INSURANCE**

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

|  |
|--|
| <b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b> |
|--|

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 Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
  3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
  11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
  12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
  13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
  14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**



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

I .....a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**  
(Warrant his authority to sign)

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

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



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

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

Refer to Appendix A – INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS



## Part C2: PRICING DATA

### C2.1 Pricing Instructions

#### Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000.
3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The original pricing schedule provided in this contract must not be altered under any circumstances. Any additional items proposed by the bidder must be listed separately and clearly marked as optional or supplementary. These items will be considered at the discretion of the evaluation committee and must not interfere with the evaluation of the core pricing schedule.
5. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
6. Costs for all methods of communication are included in the fee and/or rates.
7. Special printing requirements are included in the fee and/or rates.
8. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
11. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
12. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
13. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
14. The percentage fees will be disbursed in stages upon completion of all activities within the stage.



15. Adjustment of fees:

- a. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- b. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- c. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

16. Estimated cost of construction work is: **R66 429 000,00 Ex VAT.**

## C2.2 Price Schedule

### Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below. The pricing structure for the professional services fees are as per below activity schedule.

| Item | Description  | Price    |                  |
|------|--|----------|------------------|
| 1    | Stage 1: inception   | R        |                  |
| 2    | Stage 2: Concept and Viability                                       | R        |                  |
| 3    | Stage 3: Design Development  | R        |                  |
| 4    | Stage 4: Documentation and Procurement                               | R        |                  |
| 5    | Stage 5 : Construction   | R        |                  |
| 6    | Stage 6: Close out   | R        |                  |
| 7    | <b>Subtotal 1</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 8    | Disbursements  | R        | 60 000,00        |
| 9    | <b>Subtotal 2</b>  | <b>R</b> | <b>60 000,00</b> |
|      |  |          |                  |
| 10   | Contingencies (at 10% of subtotal 1+ subtotal 2)                     | R        |                  |
| 11   | <b>Subtotal 3</b>  | <b>R</b> |                  |
|      |  |          |                  |
| 12   | <b>Total Fees (subtotal 1+ Subtotal 2+ Subtotal 3) Excluding VAT</b> | <b>R</b> |                  |
|      |  |          |                  |
| 13   | Add 15% VAT  | R        |                  |
|      |  |          |                  |
| 14   | <b>Total Fee including VAT</b>                                       | <b>R</b> |                  |



## **Part C3: SCOPE OF WORK**

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

#### **1. Introduction**

The appointed Construction Health and Safety Agent (CHSA) shall provide comprehensive health and safety services for the Third and Fourth Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA), North Wing. The scope of work includes the development, implementation, and monitoring of health and safety protocols throughout the project lifecycle, in accordance with the Occupational Health and Safety Act (Act 85 of 1993), Construction Regulations 2014, and other applicable legislation.

The CHSA shall ensure that all construction activities are planned and executed in a manner that prioritizes the health and safety of all personnel on site, including contractors, subcontractors, consultants, and visitors. This includes the preparation of baseline risk assessments, health and safety specifications, and the auditing of compliance with approved safety plans.

The CHSA shall also coordinate with the Principal Agent, design consultants, and contractors to ensure that safety-in-design principles are incorporated, and that all statutory appointments and documentation are in place prior to commencement of work. The agent shall provide ongoing site inspections, incident investigations, and reporting to ensure continuous compliance and improvement.

#### **2. Background**

The 3rd and 4th Floor Office Reconfiguration Project at O.R. Tambo International Airport (ORTIA) is a strategic initiative aimed at modernizing and optimizing office spaces to align with Airports Company South Africa's (ACSA) operational and security requirements. Originally initiated in 2014 and reprioritized following a 2024 security audit, the project seeks to address critical spatial and compliance shortcomings while enhancing workplace functionality.

#### **3. Scope of Work**

The appointed Professional Construction Health and Safety Agent (Pr. CHSA) shall act as the Client's representative in managing health and safety compliance throughout the construction project lifecycle. The CHSA shall ensure that all statutory duties under the Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations 2014 are fulfilled, and that all stakeholders (designers, contractors, consultants) perform their respective health and safety duties. The CHSA must be registered with SACPCMP and operate in accordance with its Code of Conduct. The scope of work must be delivered in line with the SACPCMP Identification of Works for persons registered as Professional Construction Health and Safety Agents, which includes:

##### **3.1. Project Initiation and Briefing**

1. Establish the health and safety framework for the project.
2. Advise the client on statutory duties and legal obligations.
3. Identify project-specific health and safety risks and constraints.
4. Develop the initial health and safety strategy and outline key deliverables.
5. Assess health and safety competency of other consultants.
6. Prepare and monitor a project initiation programme.

### **3.2. Concept and Viability**

1. Conduct baseline risk assessments.
2. Develop preliminary health and safety specifications.
3. Advise on safety-in-design principles and integrate them into concept development.
4. Identify high-risk activities and propose mitigation strategies.
5. Assist in procuring appropriate specialists and assess their health and safety plans.

### **3.3. Design Development**

1. Finalize the baseline risk assessment and health and safety specification.
2. Review design documentation for compliance with OHS legislation.
3. Ensure integration of health and safety requirements across all disciplines.
4. Advise on statutory appointments (e.g., Construction Manager, Safety Officers).
5. Coordinate with consultants to ensure health and safety is embedded in all disciplines.

### **3.4. Documentation and Procurement**

1. Finalize health and safety specification for tender documentation.
2. Review contractor submissions for health and safety competence.
3. Evaluate health and safety plans and ensure alignment with project requirements.
4. Advise on inclusion of health and safety obligations in contracts.
5. Assist in tender evaluation and contractor selection.

### **3.5. Construction Stage**

1. Monitor implementation of the approved health and safety plan.
2. Conduct regular site inspections and audits.
3. Investigate incidents and ensure corrective actions are implemented.
4. Attend site meetings and provide health and safety oversight.
5. Ensure statutory appointments are in place and documented.
6. Maintain records of inspections, audits, and incident reports.
7. Ensure compliance with ergonomic and environmental health standards.

### **3.6. Close-Out Stage**

1. Conduct final health and safety audits and inspections.
2. Verify completion of health and safety deliverables.
3. Compile and hand over the health and safety file to the client.
4. Provide input for post-project evaluation and lessons learned.
5. Ensure all documentation is archived and accessible for future reference.





### **3.7. Additional Responsibilities**

1. Ensure all design and documentation aligns with ACSA's branding, operational, and security protocols.
2. Incorporate universal access and ergonomic design principles.
3. Coordinate with the Construction Health and Safety Agent to ensure compliance with safety-in-design requirements.
4. Maintain a digital project record and ensure all deliverables are submitted in both editable and PDF formats.

## **4. Project Personnel**

### **4.1. Health and Safety Agent**

Proof that the Agent has completed relevant projects with a construction value of R 40 million or above (inclusive of VAT) for each project.

Relevant projects include:

- (a) Office reconfiguration and fit out projects
- (b) Building Services upgrades
- (c) Multi-storey office renovations
- (d) Airport Terminal buildings Construction/Upgrades
- (e) Public sector building project except schools

### **4.2. PROFESSIONAL REGISTRATION**

Proof that the Agent is professionally registered with the (SACPCMP) as a Professional Construction Health and Safety Agent.



### **C3.3.1 General Matters & Requirements**

#### **1. Providing the Services**

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

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

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

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

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

#### **2. Compliance with Laws**

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

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



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

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

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

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

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

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

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

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

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

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

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

#### **6. Personnel**

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

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

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

#### **7. Order of Services**



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

#### **8. Methods of Working**

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

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

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

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

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

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

#### **10. Change Control**

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

#### **11. Notice Boards**

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

#### **12. Invoicing and Payment**

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

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25<sup>th</sup>.

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

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

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

#### **C3.3.2 Quality Control & Assurance**



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

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

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

### **C3.3.3 Drawings & Documents**

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

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

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

#### **2. Drawing Requirements**

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

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

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

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

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



**3. Document Tracking System**

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

**4. Submission Schedule**

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

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

**5. Document Submissions**

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

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

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

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

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

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

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

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

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

**7. Format for Retention**

The Consultant retains original documents.



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

#### **1. Programme**

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

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

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

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

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

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

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

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

###### **1.2.1 Dates for issue and acceptance of drawings;**

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



## **2. Reporting**

### **2.1 Monthly Progress Reports**

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

Each report includes:

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





- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
- 2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
- 2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

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

## 2.2 Additional Weekly and Daily Reports

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

- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

## 2.3 Reports on Disputed Work

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

## 2.4 Additional Reports

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

## 3. Meetings

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

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

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

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



## **Part C4: Site Information**

### **1. Description of the Site and its surroundings**

The project is located at O.R. Tambo International Airport (ORTIA), within the Terminal A North Wing, specifically targeting the third and fourth floors of the existing administrative office block. These floors are currently configured as closed-plan offices and will be reconfigured into modern, open-plan workspaces.

The scope also includes interventions in the Parking Office, which is situated adjacent to or within the same administrative block, and forms part of the broader spatial optimization strategy.

*Note: The project is not located on the airside. It is within the landside operational zone, accessible to staff and contractors without airside clearance, but still subject to standard airport security protocols.*

### **2. Functional Importance**

These office levels accommodate key operational and executive functions, including offices for the AGM and GM, and the Parking Office, which supports landside operations. The reconfiguration aims to improve spatial efficiency, security, and compliance with ACSA's branding and operational standards.

### **3. Access and Security**

The site is within a restricted landside zone, requiring personal access permits issued by ACSA Security. No airside permits (e.g., AVOP or airside vehicle permits) are required for this project. Access to the Parking Office may require coordination with ACSA Parking and Facilities Management teams. All personnel must comply with airport safety, fire, and environmental regulations.

### **4. Site Constraints**

The site is surrounded by active airport operations, including passenger movement and staff circulation. Existing infrastructure includes live services (electrical, data, water), which must be protected during construction. Coordination with airport departments (e.g., Engineering, Security, Parking) is essential to avoid operational disruptions.



## Part C5: Annexures

### ANNEXURE A: Compliance with Codes & Standards

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

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

The minimum ACSA requirements are:

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

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

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



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



## ANNEXURE B: POPIA

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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