AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE ASSESSMENT, DESIGN, PROCUREMENT SUPPORT, CONSTRUCTION-STAGE SERVICES AND CLOSE-OUT OF THE REPLACEMENT OF SEWERAGE PUMP SYSTEMS, STORM WATER PUMP SYSTEMS AND ASSOCIATED CONTROL SYSTEMS AT O.R. TAMBO INTERNATIONAL AIRPORT./

TITLE OF PROJECT: THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE ASSESSMENT, DESIGN, PROCUREMENT SUPPORT, CONSTRUCTION-STAGE SERVICES AND CLOSE-OUT OF THE REPLACEMENT OF SEWERAGE PUMP SYSTEMS, STORM WATER PUMP SYSTEMS AND ASSOCIATED CONTROL SYSTEMS AT O.R. TAMBO INTERNATIONAL AIRPORT.

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 professional engineering services for the assessment, design, procurement support, construction-stage services and close-out of the replacement of sewerage pump systems, storm water pump systems and associated control systems

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Contents:		No of pages
Part C1	Agreements & Contract Data	42 pages (3–44)
Part C2	Pricing Data	3 pages (48–50)
Part C3	Scope of Works	4 pages (51–54)
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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The provision of professional engineering services for the assessment, design, procurement support, construction-stage services and close-out of the replacement of sewerage pump systems, storm water pump systems and associated control systems at O.R. Tambo International Airport.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)**…….....**
Rands;

(in figures) **R……**

Percentage of the estimated construction value of R14 745 800,00 (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 ACTIVITY SCHEDULE IN PART C2. The tendered total of the Prices is fixed subject only to changes made in accordance with the contract.

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

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ACCEPTANCE

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

The terms of the contract, are contained in: Z

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

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

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

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

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

Signature(s)

Name(s)		
Capacity		
for the Employer		
Name & signature of witness	*(Insert name and address of organisation)*	Date

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

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

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

	For the Employer	**For the Bidder**
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....

Name and Address	**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		

AIRPORTS COMPANY SOUTH AFRICA

Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option	**A: Priced contract with activity schedule**
	Dispute resolution Option	**W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X7: Delay damages** **X10: Employer's Agent** **X11: Termination by the Employer** **X13: Performance bond** **X18: Limitation of liability** **Z: Additional conditions of contract** of the NEC3 Professional Services Contract, April 2013

10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited, O.R. Tambo International Airport
	Address	Airports Company South Africa SOC Limited O.R. Tambo International Airport Private Bag X1, Kempton Park 1627
	Telephone	+27 11 921 6911
	Fax	+27 11 390 1012
11.2(9)	The services are	The provision of professional engineering services for the assessment, design, procurement support, construction-stage services and close-out of the replacement of sewerage pump systems, storm water pump systems and associated control systems
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	Three (3) working days

13.6	The period of retention is	five (5) years following Completion or earlier termination of the contract

2	**The Parties' main responsibilities**	
20.1	The *Employer* provides access to the following persons, places and things	

	Access to	**Access date**
1	Any Information	Upon contract award
2		
3		

3	**Time**	
30.1	The *starting date* is	Upon signing of contract by ACSA/ Employer
30.2	The *completion date* is	thirty-six (36) months after the *starting date*
31.1	The *Consultant* submits a first (preliminary) programme with the tender by	the tender closing date
32.2	The *Consultant* submits revised programmes at intervals no longer than	Four (4) weeks
4	**Quality**	
40.2	The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.	
41.2	The *defects date* is	52 weeks after Completion of the whole of the *services*
43.2	The *defects correction period* is	Two (2) weeks

5	**Payment**	
50.1	The *assessment interval* is	Every four (4) weeks, on the 25th 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 *currency of this contract* is the	South African Rand
51.4	The *interest rate* is	The prime lending rate of the Nedbank Bank as determined from time to time
6	**Compensation events**	No data required for this section of the *conditions of contract*.
7	**Rights to material**	No data required for this section of the conditions of contract
8	**Indemnity, insurance, and liability**	
81.1	The *Consultant* 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 *Consultant* 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 *Consultant* arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	Refer to Secondary Clause X11
10	**Data for Main Option Clauses**	

A	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 *Adjudicator* is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The *tribunal* is	Arbitration
W1.4	The activity schedule is included in Part C2 of this contract.	The *arbitration procedure* 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 *Arbitrator* 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 *services* 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 *Employer's* Agent is	Name: Address: O.R. Tambo International Airport Private Bag X1 Kempton Park 1627 The authority of the *Employer's Agent* is to act on behalf of the *Employer* with the authority set out in the Contract Data
X11	**Termination by *Employer***	
X11.1	The Employer may	Terminate the *Consultant's* obligation to Provide the services for a reason not stated in this contract by notifying the *Consultant*
X13	**Performance Bond**	
X16.1	The *performance bond percentage* is	N/A
X18	**Limitation of Liability**	
X18.1	The *Consultant*'s liability to the *Employer* 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 *Consultant*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	The total of the Prices

X18.3	The *Consultant's* total 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
X18.4	The *Consultant's* total liability to the *Employer* 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, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the *Consultant* as stated in this contract for 1. Loss of or damage to the *Employer's* property, 2. Delay damages, 3. Defects liability, 4. Insurance liability to the extent of the *Consultant's* risks 5. loss of or damage to property (other than the *works*, Plant and Materials), 6. death of or injury to a person; 7. damage to third party property; and 8. infringement of an intellectual property right
X18.5	The *end of liability* date is	52 weeks after Completion of the whole of the *services*
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

1. the details stated in the Scope to show how the amount due has been assessed, and
2. 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 –

1. if delivered by hand, on the date of delivery;
2. if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;

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

Z4 **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

Z4.1 **Appointment of the Arbitrator**

AIRPORTS COMPANY SOUTH AFRICA

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

Panel of Arbitrators

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

Z5 **Interpretation of the law**

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

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

	The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.
Z7	**Extending the defects date: add the following as a new core clause 46:**
Z7.1	If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works.*
Z7.2	If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z7.3	The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
Z8	**Termination**
Z8.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
Z9	**Cession, delegation and assignment**
Z9.1	The *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld.
Z9.2	The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.
Z10	**Ethics**
Z10.1	The *Consultant* 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 *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
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.
Z11.	**Confidentiality**
Z11.1.	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
Z11.2	If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2	Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time).
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
Z11.5	The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.
Z12.	***Employer*'s Step-in rights**
Z12.1	If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.
Z12.2	The *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 *Consultant* is (Name): Address: Tel No.: Fax No.: Email:	

22.1 The *Consultant's key person* are:

1. Name:

   Job: Professional Construction Project Manager

   Responsibilities:

   Qualifications:

   Experience:

2. Name:

   Job: Controls and Instrumentation Engineer

   Responsibilities:

   Qualifications:

   Experience:

3. Name:

   Job: Occupational Health and Safety Practitioner

   Responsibilities:

Qualifications:

Experience:

4. Name:

Job: Mechanical Engineer

Responsibilities:

Qualifications:

Experience:

11.2(3)	The *completion date* for the whole of the *services* is as required by the Employer
11.2(10)	The following matters (if any) will be included in the Risk Register 1. Availability of As-Built Information 2. Access to Site 3. Progress vs Programme 4. Cash Flow Management
11.2(13)	The *staff rates* are as stated in the Pricing Data
25.2	The *Employer* provides access to the following persons, places and things

	access to	*access date*
1	All As-built Information & existing services	Upon award of the project(s)
2	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

Payment is made against completed and accepted activities in the activity schedule. No fixed percentage allocation applies unless stated by the tenderer and accepted by the Employer.

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


AIRPORTS COMPANY
SOUTH AFRICA

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:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA** **O.R. TAMBO INTERNATIONAL AIRPORT**
Physical Address: **Airport Company South Africa** **O.R. Tambo International Airport** **Private Bag X1, Kempton Park** **1627**

Hereinafter referred to as "Client"

Name of organisation:

AIRPORTS COMPANY
SOUTH AFRICA

Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

_____

_____

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

7. Be advised that this Agreement places the onus on the Mandatary 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 Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the 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 Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
    1. Public Liability Insurance Cover as required by the Subcontract Agreement.
    2. 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 Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the 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 OHS Act 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.

Mandatary – WCA/ Federated Employers Mutual No……

Expiry date ……

AIRPORTS COMPANY
SOUTH AFRICA

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

1. Areas of the airport before the security points; and
2. The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

Airside refers to:

1. The Apron / manoeuvring areas; and
2. Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

AIRPORTS COMPANY
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SECTION B: INSURANCE CLAUSES

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

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

1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and warrantees;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

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

In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

b) **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

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

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

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

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

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

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

Professional Duties do not include:

a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

b) Supervision of the construction works usually undertaken by a building or engineering contractor.

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

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

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) **Contract Works SASRIA**

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

c) Design & Construct Professional Indemnity Insurance

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

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

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

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

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

Airports Company South Africa:

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

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

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

1. Insurance Effected by the Contractor.

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

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

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

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

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

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

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

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1(a) and (c) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

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

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

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

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

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

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

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

j) **Miscellaneous Insurance**

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

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

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

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

2.4 **Sub-Contractors**.

The Contractor shall:

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

b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).


AIRPORTS COMPANY
SOUTH AFRICA

APPENDIX A

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

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

*.....

.....

.....

.....

.....

…….....

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

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

Date of loss: _____

Reported to site agent by: _____ Date: _____

Reported to Insurance Broker by: _____ Date: _____

Locality of Incident _____

_____

_____

_____

_____

How did the loss occur (cause)? _____

_____

_____

_____

_____

Details and nature of loss or damage to Contract Works _____

_____

_____

_____

_____

Details of other property damaged _____

_____

_____

_____

_____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R_____

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person_____

Email Address of Contact Person_____

AIRPORTS COMPANY
SOUTH AFRICA

Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, Part C3 Scope and Part C4 Site Information are read together with this Activity Schedule. The accepted prices include all professional services and deliverables expressly described in those Parts, subject to compensation events administered under the NEC3 PSC.
2. The priced activity schedule under NEC3 PSC Main Option A governs assessment and payment. References to external professional fee scales do not create an independent remeasurement or automatic fee-adjustment mechanism.
3. Each priced activity is a defined deliverable or service allowance. Tenderers shall price all activities shown and identify qualifications only through the permitted tender clarification process; no unapproved additional items alter the accepted Scope.
4. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. Costs for all methods of communication are included in the fee and/or rates.
6. Special printing requirements are included in the fee and/or rates.
7. Provision of standard computer hardware and software are included in the fee and/or rates.
8. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
9. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
10. Changes to the Scope and their time and price consequences are managed exclusively in accordance with the NEC3 PSC instructions, early-warning and compensation-event procedures. No oral request, unaccepted quotation or informal meeting decision changes the Prices.
11. Quantities and attendance allowances explicitly stated in Part C3 or the Activity Schedule are the pricing baseline. Changes are assessed under the contract; the Employer does not guarantee that every allowance will be instructed or expended.
12. Omission or reduction of services is administered in accordance with the NEC3 PSC. Nothing in these pricing instructions excludes an entitlement expressly arising from a compensation event under the contract.
13. The percentage fees will be disbursed in stages upon completion of all activities within the stage.

C2.2 Price Schedule

1. Cost of Works

The estimated cost of works excluding VAT and contingencies is:

Estimated Cost of the Works	**R14 745 800,00**

2. Remuneration for Professional Services

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

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

Item	Activity	Unit	Qty	Amount excl. VAT (R)
1	Project initiation and mobilisation	Lump sum	1	
2	Site inspections and data collection	Lump sum	1	
3	Existing infrastructure condition assessment	Lump sum	1	
4	Stage 1 inception	Lump sum	1	
5	Surveys investigations and testing	Lump sum	1	
6	Hydraulic assessment and duty verification	Lump sum	1	
7	Stage 2 concept and viability	Lump sum	1	
8	Mechanical concept design	Lump sum	1	
9	Electrical concept design	Lump sum	1	
10	Control and instrumentation concept design	Lump sum	1	
11	Stage 3 design development	Lump sum	1	
12	Detailed mechanical design	Lump sum	1	
13	Detailed electrical design	Lump sum	1	
14	Detailed control and instrumentation design	Lump sum	1	
15	Safety constructability and maintainability reviews	Lump sum	1	
16	Stage 4 documentation and procurement	Lump sum	1	
17	Construction drawings and technical specifications	Lump sum	1	
18	Pricing document and construction cost estimate	Lump sum	1	

Item	Activity	Unit	Qty	Amount excl. VAT (R)
19	Tender clarification and technical evaluation support	Lump sum	1	
20	Construction stage professional services	Lump sum	1	
21	Factory acceptance testing support	Lump sum	1	
22	Site testing and commissioning support	Lump sum	1	
23	Stage 5 construction report	Lump sum	1	
24	Review of as built records and operating manuals	Lump sum	1	
25	Training and handover verification	Lump sum	1	
26	Stage 6 close out	Lump sum	1	
27	**Subtotal excluding VAT**			
28	**VAT at 15%**			
29	**Total including VAT (carried to Form of Offer)**			

Part C3: Scope of Work

C3.1 Employer's Scope of Services

1 Scope and purpose

The Employer requires a suitably qualified multidisciplinary professional engineering Consultant to assess the existing sewerage pump installations, storm water pump installations and provide the professional services required for their replacement, including the associated electrical and control systems, at O.R. Tambo International Airport.

The Consultant provides professional services only. Physical construction, supply, installation and commissioning will be undertaken under a separate construction contract. The Consultant remains responsible for coordinated, safe and fit-for-purpose designs and for the construction-stage professional services stated in this Scope.

2 Project objectives

Restore reliable and maintainable sewerage pumping capacity and storm water pumping capacity with appropriate duty and standby provision.

Verify pump duties, system curves, wet-well operating levels, pipe losses, discharge conditions and future demand before equipment selection.

Replace life-expired pumps, motors, pipework, valves, supports, electrical equipment and local control equipment where justified by the accepted design.

Provide automatic local control, duty rotation, protection, alarms, interlocks and safe manual operation suitable for continuous airport service.

Reduce failure risk, blockages, overflows, unsafe access and maintenance constraints.

Prepare complete construction procurement documents and provide professional services through implementation and close-out.

3 Professional services and deliverables

3.1 Project initiation

Hold a kick-off meeting and confirm stakeholders, governance, approvals, interfaces and communication arrangements.

Prepare a Project Execution Plan, responsibility matrix, document register, quality plan, information-request register, risk register and detailed programme.

Deliverable: Accepted Project Execution Plan.

3.2 Existing infrastructure assessment

Inspect every sewerage pump station and storm water station identified by the Employer and record the condition, configuration, accessibility and maintainability of pumps, motors, wet wells, screens, pipework, valves, lifting facilities, MCCs, drives, local panels, PLCs, instruments, power supplies and associated civil works.

Review available drawings, asset information, failure history, work orders, maintenance records, energy use and operating practices.

Undertake or specify the surveys, testing and measurements needed to verify flows, heads, levels, dimensions, electrical loads, short-circuit information, equipment condition and control sequences.

Identify immediate safety or operational risks and notify the Employer without delay.

Deliverable: Existing Infrastructure Condition Assessment Report, verified asset register and photographic defect register.

3.3 Stage 1 inception

Confirm the project brief, design criteria, affected assets, operating requirements, exclusions, approvals, information gaps and project risks.

Define the required investigations, surveys and specialist inputs.

Deliverable: Accepted Stage 1 Inception Report.

3.4 Stage 2 concept and viability

Develop and compare technically feasible replacement options, including refurbishment where appropriate, with whole-life cost, energy, operational continuity, maintainability and implementation risk considered.

Prepare preliminary hydraulic assessments, equipment duties, layouts, control philosophy, electrical demand, civil requirements, cost estimate and implementation programme.

Recommend the preferred solution for acceptance by the Employer.

Deliverable: Accepted Stage 2 Concept and Viability Report.

3.5 Stage 3 design development

Complete coordinated mechanical, electrical, control and instrumentation, and associated civil and structural designs for the accepted option.

Prepare hydraulic calculations and pump selections using verified duty points and system curves. Check minimum and maximum flow, solids passage, cavitation margin, starts per hour, wet-well drawdown, standby capacity and discharge-pipeline performance.

Design pumps, motors, baseplates, couplings where applicable, guide rails, lifting arrangements, pipework, valves, non-return valves, dismantling joints, supports, access and maintenance provisions.

Design electrical supplies, isolation, MCCs, starters or variable-speed drives, protection, earthing, surge protection, standby power interfaces and cable systems.

Design local automatic control, duty and standby rotation, level control, dry-run protection, overload protection, high-level response, fail-safe states, permissives, interlocks, emergency stops, manual control and alarm annunciation.

Prepare the control philosophy, cause-and-effect matrix, I/O schedule, instrument index, PLC functional specification, panel requirements and functional test requirements.

Complete safety-in-design, operability, maintainability and constructability reviews and close all review actions.

Deliverable: Accepted Stage 3 Design Development Report and coordinated design package.

3.6 Stage 4 documentation and procurement

Prepare issued-for-tender drawings, technical specifications, bill of quantities or activity schedule, pricing schedules, scope, site information, testing requirements, returnables and technical evaluation criteria.

Define construction sequencing, temporary pumping, bypass pumping, isolations and continuity-of-service requirements.

Prepare the construction cost estimate and procurement programme.

Support tender briefings, clarifications, technical evaluations and recommendation reporting when instructed.

Deliverable: Accepted Stage 4 Documentation and Procurement Report and complete tender-ready construction package.

3.7 Stage 5 construction services

Review contractor designs, shop drawings, product data, method statements, temporary-works proposals, programmes, inspection and test plans, and test procedures for compliance with the accepted design.

Attend progress and technical meetings, conduct risk-based site inspections, respond to design queries and maintain submission, instruction, non-conformance, risk and action registers.

Assess technical changes and advise the Employer on quality, cost, programme and operational implications before implementation.

Witness factory and site acceptance tests, pump performance tests, pressure tests, electrical protection tests, control-function tests, fail-safe tests and integrated commissioning.

Provide professional certification and completion recommendations within each discipline, subject to verified compliance.

Deliverable: Stage 5 Construction Report, inspection records, test witness reports, commissioning records and completion recommendation.

Construction responsibility: the separate construction contractor is solely responsible for physical works, temporary pumping arrangements, permits for construction, installation, testing execution, commissioning execution, safety management and correction of defects. The Consultant shall not direct the contractor outside the authority expressly delegated by the Employer.

Included professional service allowance: one pre-start design coordination workshop; one construction kick-off; up to two progress/technical meetings per month during an assumed 12-month active construction period; up to two planned multidisciplinary inspections per month during that period; and one inspection per station at practical completion. The actual construction programme and number of stations shall be confirmed at Stage 4; departures from this baseline are managed under the NEC3 PSC.

Test witnessing allowance: one factory acceptance test per distinct control-panel design (where specified), one site acceptance/functional test per station, one integrated commissioning attendance per station and one retest attendance per station for defects. The construction contractor performs tests and supplies calibrated instruments and test records.

The Consultant shall issue inspection observations and non-conformance notices, review test evidence, verify rectification, maintain a design-query register and provide monthly Stage 5 progress reports. Each report shall identify stations visited, attendance, observations, outstanding approvals, tests witnessed, quality risks, instructions and programme impacts.

Additional inspections, repeat testing beyond the stated allowance, prolonged construction-stage services or redesign arising from an instructed change shall be notified promptly and assessed under the contract. Corrections of the Consultant's own defective or non-compliant design remain the Consultant's responsibility without additional fee, subject to the NEC3 PSC.

3.8 Stage 6 close-out

Review as-built drawings, PLC and HMI source files, settings, test certificates, asset data, warranties, spares, operation and maintenance manuals and training records.

Inspect completed works, record outstanding items and verify close-out of defects relevant to the professional services.

Prepare final completion, lessons learned and residual-risk reports.

Deliverable: Accepted Stage 6 Close-Out Report and complete handover record.

4 Technical design requirements

4.1 Mechanical systems

Select sewage-duty pumps suitable for the verified liquid characteristics, solids content, required free passage and operating range.

Provide duty and standby capacity appropriate to the criticality of each station and maintain service during planned maintenance.

Avoid sustained operation outside the pump manufacturer's allowable operating range and demonstrate adequate net positive suction head margin where applicable.

Specify corrosion-resistant materials, protective coatings, valve types, dismantling provisions, drainage, lifting and safe access appropriate to the sewage environment.

4.2 Electrical systems

Verify supply capacity, fault levels, discrimination, voltage drop, motor starting, power quality and standby-power requirements.

Specify compliant MCCs, motor protection, isolation, drives, cables, earthing, labelling and environmental protection.

Provide safe isolation and lockout points for each pump and associated equipment.

4.3 Control and instrumentation systems

Base control on robust local operation independent of external communications.

Use proven level instruments with suitable redundancy and independent high-level protection where required by the risk assessment.

Define automatic sequencing, duty rotation, start and stop levels, simultaneous-operation limits, fault changeover, restart after power restoration and abnormal-condition responses.

Ensure controls fail to a safe state and do not defeat hard-wired or manufacturer-provided protection.

Provide maintainable PLC and panel architecture, local indication, clear alarm messages, access control, backups and complete editable source files for handover.

4.4 Operational continuity and safety

Maintain sewerage services throughout construction using planned sequencing, temporary pumping or bypass arrangements accepted by the Employer.

Address confined spaces, hazardous gases, biological exposure, drowning, lifting, electrical hazards and work in operational airport areas through safety-in-design.

Minimise shutdowns and define hold points, isolation requirements, contingency arrangements and recovery procedures.

5 Drawings calculations and schedules

Site plans, layouts, sections, wet-well details, equipment arrangements and access provisions.

Hydraulic calculations, system curves, pump selection schedules, pipe sizing, surge assessment where required and wet-well operating calculations.

Mechanical pipework, valve, support, lifting and equipment details.

Electrical single-line diagrams, load schedules, protection studies, cable schedules, MCC and panel requirements.

Control philosophy, cause-and-effect matrix, process and instrumentation diagrams, I/O schedules, instrument datasheets and functional design specification.

Construction specifications, bills of quantities or activity schedules, testing schedules and commissioning requirements.

6 Standards and statutory requirements

The Consultant shall identify and apply current legislation and the latest applicable editions and amendments at the design date. As a minimum, the services shall consider:

Occupational Health and Safety Act, 1993 and applicable regulations, including the Construction Regulations, 2014.

SANS 1200 and applicable successor civil engineering construction specifications.

SANS 10142-1 for low-voltage electrical installations.

SANS 10252-2 for drainage installations and applicable municipal requirements.

SANS 347 and the Pressure Equipment Regulations where pressure equipment is present.

IEC 60034 for rotating electrical machines, IEC 61439 for low-voltage assemblies and IEC 61131 for programmable controllers, as applicable.

ISO 9906 for rotodynamic pump acceptance testing and applicable wastewater-pump manufacturer requirements.

ACSA engineering, electrical, control, safety, environmental, security and asset-information requirements.

The Consultant shall identify conflicts and obtain the Employer’s written instruction. Compliance with a listed standard does not relieve the Consultant of the duty to produce a safe and fit-for-purpose design.

7 Programme reporting and acceptance

Submit the first detailed programme within two weeks after the starting date and update it at intervals not exceeding four weeks.

Submit monthly progress reports covering deliverables, programme, risks, decisions, change control, resources, quality, safety, costs and interfaces.

Allow at least ten working days for review of each major stage deliverable unless otherwise accepted in the programme.

Close comments through a formal comment-response register and obtain acceptance at identified stage hold points.

8 Exclusions

Physical supply, construction, installation and commissioning by the Consultant.

Replacement works, including physical supply, construction, installation, testing and commissioning, are performed by the separately appointed construction contractor. The Consultant provides the design, procurement support, construction-stage professional services, witnessing, verification and close-out expressly specified in this Scope for both sewerage and storm-water systems.

Building-wide or airport-wide supervisory platforms, remote asset dashboards, mobile applications and data-hosting services.

Operation and routine maintenance of the existing or completed assets.

Work outside the identified sewerage pump stations and storm water stations unless required for an accepted interface or instructed by the Employer.

9 Employer provided information and interfaces

The Employer provides available asset registers, drawings, maintenance records and applicable ACSA standards, and facilitates ACSA permit applications and access coordination. The Consultant remains responsible for timely applications, verification of supplied information, recording discrepancies and designing around known operational constraints. Any proposed change to the agreed scope or access baseline shall be notified and administered under the NEC3 PSC; neither party may unilaterally deem a change compensable or non-compensable.

AIRPORTS COMPANY
SOUTH AFRICA

Part C4: Site Information

1 Location

The services relate to sewerage and storm-water pump stations within O.R. Tambo International Airport. Annexure A (indicative mechanical pump asset register) and Annexure B (station verification schedule) form the reference baseline for initial investigations. The Consultant verifies station identities, locations, equipment quantities and interfaces during inception. No additional station or materially different asset category is automatically included without the applicable NEC3 instruction and assessment.

2 Operational environment

The airport remains operational throughout the services. Pump stations are live operational assets and may include restricted landside, airside and service areas. Work shall be planned to avoid disruption to airport operations and existing pumping services.

3 Access, safety and permits

- Site access is subject to ACSA permits and security requirements. The Consultant shall apply in good time for required ACSA personal, vehicle, driver, airside, photography, equipment and work permits, submit complete supporting documentation, arrange induction and comply with escort and access conditions. The Employer facilitates access approvals within its authority but does not guarantee approval or waive airport security requirements. Permit processing lead times, restricted access windows and escort requirements shall be included in the accepted programme and access plan.
- Airside access requires the applicable personal, vehicle, driver, tool, laptop, camera and works permits.
- Wet wells, sewage systems and electrical panels present biological, confined-space, hazardous-gas, drowning, moving-equipment and electrical hazards.
- No confined-space entry, electrical work, isolation, opening of panels or operational test may occur without the applicable risk assessment, permit, competent persons and written authorisation.
- Photography, wireless surveys and connection of devices to ACSA networks require prior approval.

4 Existing information and conditions

Existing drawings and records may be incomplete or differ from site conditions. The Consultant shall verify dimensions, flows, levels, asset details, equipment duties, electrical supplies, controls, interfaces and access constraints required for design. The Consultant shall not rely on unverified information where it could affect safety, functionality or construction pricing.

AIRPORTS COMPANY SOUTH AFRICA

Annexure A – Indicative mechanical pump asset register

Source: existing ACSA mechanical pump repair asset register. Quantities are approximate, grouped by motor rating and not mapped to individual stations. This register is for assessment planning, not an instruction to replace every listed pump.

Pump type	Application	Motor rating (kW)	Approx. quantity
Submersible	Sewerage	2.0	3
Submersible	Sewerage	3.2	2
Submersible	Sewerage	3.5	6
Submersible	Sewerage	4.0	5
Submersible	Sewerage	7.5	3
Submersible	Sewerage	11.0	7
Submersible	Clean water	5.5	1
Horizontal centrifugal	Sewerage	11.0	1

Important: the source register does not establish which pumps are storm-water assets, which stations contain them, or their control-system configurations. The Consultant must verify this information. Clean-water equipment is reference-only unless explicitly included in the accepted station scope.

AIRPORTS COMPANY SOUTH AFRICA

Annexure B – Station and asset verification schedule (Part C4)

To be completed jointly at inception using the Employer's station register and site verification. Station count, locations, operating duties and replacement boundaries must be confirmed before Stage 2 acceptance.

Station ID	Location	Application	Pump count / duty	Controls / power	Verified scope / remarks
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify
To verify	To verify	To verify	To verify	To verify	To verify