

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: REFRESHMENTS RFQ 29463

**TITLE OF PROJECT: REQUEST FOR QUOTE TO SUPPLY AND
DELIVER STAFF REFRESHMENTS FOR THE SECURITY SERVICES
DEPARTMENT FOR PERIOD NOT EXCEEDING 12 MONTHS AT
KING SHAKA INTERNATIONAL AIRPORT**

NEC 3: SUPPLY SHORT CONTRACT (SSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and _____

(Registration Number : _____)

for **STAFF REFRESHMENTS**

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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 **STAFF REFRESHMENTS**.

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 **Contractor** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)
..... Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** 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 **Contractor** 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 **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

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>For the Employer</u>	<u>For the Bidder</u>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa SOC Limited	
Name & Signature of witness	 <i>(Insert name and address of organisation)</i>	 <i>(Insert name and address of organisation)</i>
Date	.....	.....

C1.2 Contract Data

Data provided by the *Employer*

CONTRACT DATA

Part one – Data provided by the *Purchaser*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for Options of the NEC3 Supply Contract April 2013.
- The *goods* are
.....
.....
- The *services* are
.....
.....
- The *Purchaser* is
Name
.....
Address
.....
.....
- The *Supply Manager* is
Name
.....
Address
.....
.....
- The *Adjudicator* is
Name
.....
Address
.....
.....
- The Goods Information is in
.....
.....
.....
.....
.....
- The Supply Requirements as part of the Goods Information is in
.....
.....
.....
.....

- The *language of this contract* is
- The *law of the contract* is the law of
- The *period for reply* is weeks.
- The *Adjudicator nominating body* is
- The *tribunal* is
- The following matters will be included in the Risk Register
.....
.....
.....
.....
.....

3 Time

- The *starting date* is
The *Supplier* submits revised programmes at intervals no longer than weeks.

4 Testing and Defects

- The *defects date* is weeks after Delivery.
- The *defect correction period* is weeks except that
 - The *defect correction period* for is weeks
 - The *defect correction period* for is weeks.
- The *defect access period* is days except that
 - The *defect access period* for is
 - The *defect access period* for is

5 Payment

- The *currency of this contract* is the
- The *assessment interval* is weeks (not more than five).
- The *interest rate* is % per annum (not less than 2) above the rate of the bank.

8 Risks, liabilities, indemnities and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is
.....
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract for any one event is
.....
- The *Supplier's* liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is limited to
- For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to

-
- The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to
-

The *Supplier's* total liability to the *Purchaser* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

- The *end of liability date* is years after Delivery of the whole of the *goods and services*.

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is
- The place where arbitration is to be held is
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is

If the *Purchaser* is to state the *delivery date* of the *goods and services*

- The *delivery date* of the *goods and services* is

<i>goods and services</i>	<i>delivery date</i>
.....	
.....	
.....	

If no programme is identified in part two of the Contract Data

- The *Supplier* is to submit a first programme for acceptance within weeks of the Contract Date.

If the *Supplier* is not to bring the *goods* to the Delivery Place more than one week before the Delivery Date

- The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.

If the period in which payments are made is not three weeks

- The period within which payments are made is

If there are additional *Purchaser's* risks

- These are additional *Purchaser's* risks
 - 1
 - 2
 - 3

If the *Purchaser* is to provide any of the insurances stated in the Insurance Table

- The *Purchaser* provides these insurances from the Insurance Table
 1. Insurance against
 Cover/indemnity is

.....
 The deductibles are

 2. Insurance against

 Cover/indemnity is

 The deductibles are

If additional insurances are to be provided

- The *Purchaser* provides these additional insurances
 - 1. Insurance against

 Cover/indemnity is

 The deductibles are

 2. Insurance against

 Cover/indemnity is

 The deductibles are

- The *Supplier* provides these additional insurances
 - 1. Insurance against

 Cover/indemnity is

 The deductibles are

 2. Insurance against

 Cover/indemnity is

 The deductibles are

If Option X1 is used

- The proportions used to calculate the Price Adjustment Factor are

proportion	prepared by
0. linked to the index for	
0.	
0.	
0.	
0.	
0.	
0.	
0. non-adjustable	

1.00

- The *base date* for indices is

If Option X2 is used

- A change in the law of is a compensation event if it occurs after the Contract Date.

If Option X3 is used

- The *Purchaser* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
.....		
..	..	..
.....		
..	..	..
.....		
..	..	..

- The *exchange rates* are those published in on (date).

If Option X7 is used

- Delay damages for Delivery are

Delivery of	amount per day
.....	
.....	
.....	
.....	
.....	

If Option X12 is used

- The *Client* is

Name

Address

- The *Client's* objective is

- The Partnering Information is in

If Option X13 is used

- The amount of the performance bond is

If Option X14 is used

- The amount of the advanced payment is
- The *Supplier* repays the instalments in assessments starting not less than weeks after the Contract Date.

Part two – Data provided by the *Supplier*

Statements given in all contracts

- Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
- The *Supplier* is
Name
.....
Address
.....
.....
 - The following matters will be included in the Risk Register
.....
.....
.....
.....
.....
.....
 - The *percentage for overheads and profit* added to the Defined Cost is
.....
..... %.
 - The *price schedule* is in
.....
 - The tendered total of the Prices is (in words)
.....
.....

Optional statements

- If the *Supplier* is to provide Goods Information for his design**
- The Goods Information for the *Supplier's* design is in
.....
.....
.....
- If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract**
- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are
.....
.....
.....
- If a programme is to be identified in the Contract Data**
- The programme identified in the Contract Data is
.....
- If the *Supplier* is to state the *delivery date* of the *goods* and *services***
- The *delivery date* of the *goods* and *services* is
goods and services delivery date
.....
- If Option Y(UK)1 is used**

- The *project bank* is
.....
- *named suppliers* are
.....