

NEC3 Term Service

Short Contract (TSSC3)

A contract between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Applicable at KING PHALO AIRPORT
(Reg No.: 1993/004149/30)

and

for **The design of layouts on various areas, supply,
delivery and installation of furniture at King Phalo
Airport**

Contents:	Page No.
Part C1 Agreements & Contract Data	
C1.1 The <i>Contractor's</i> Offer and the <i>Employer's</i> Acceptance	[•]
C1.2 Contract Data provided by the <i>Employer</i>	[•]
C1.2 Contract Data provided by the <i>Contractor</i>	[•]
Part C2 Pricing Data	
C2.1 Pricing assumptions	[•]
C2.2 Price List	[•]
Part C3 Scope of Work	
C3.1 Service Information	[•]
Pro Forma Task Order	
Conditions of Contract	[•]

Documentation prepared by: Unathi Konzani

C1 Agreements & Contract Data

C1.1 Contractor's Offer and Employer's Acceptance

The *Contractor* is:

Name:

Address:

.....

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is:%

The percentage for overheads and profit added to the other Defined Cost is:%

The *Contractor* offer to Provide the Service in accordance with the *conditions of contract* attached hereto, for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for part of the *service* in Part 1 of the Pricing Data is:

.....

The offered total of the Prices for part of the *services* in Part 2 of the Pricing Data is:

.....

Signed on behalf of the *Contractor*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

The *Employer* accepts the *Contractor's* above Offer to Provide the Service:

Signed on behalf of the *Employer*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

C1.2 Contract Data

Data provided by the *Employer*

[INSTRUCTIONS TO THE CONTRACT COMPILER: DELETE THESE TWO NOTES IN THE FINAL DRAFT OF A CONTRACT]

- Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3) before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
- Where the following symbol is used "[•]" - data is required to be inserted.

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited King Phalo Airport
	Address	66 Settlers Way, Greenfields East London South Africa 520
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	Unathi Konzani
	Address	Administrator Office, 66 Settler's Way, 1st Floor, East London, Eastern Cape, South Africa, 5201
	Tel No.	+27 43 706 0316
	Fax No.	+27 43 706 0313
	E-mail address	Unathi.Konzani@airports.co.za
	The authority of the <i>Employer's Agent</i> is	
11.2(5)	The <i>service</i> is	Design layouts on various areas, supply, delivery and installation of furniture at King Phalo Airport, as more fully set out in Part 3 of this contract.
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.

30.1	The <i>starting date</i> is.	[•] 20 January 2026
30.1	The <i>service period</i> is.	[•] 12 months
13.2	The <i>period for reply</i> is	[•] weeks
50.1	The <i>assessment day</i> is the	15th day of each month.
51.2	The interest rate on late payment is	[•]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	[•]
82.1	The <i>Employer</i> provides this insurance	[•]
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	[•]
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	[•]
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R[•] ([•] Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below Or, state: the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him. [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]

93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of SA-ICE a joint division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK). (See www.ice-sa.org.za) or its successor body.
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Z2 Add to core clause 20.1:

Z2.1 Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

Z3.1. The *Contractor* 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. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

Z3.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. not to give 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;

Z4.1.2. 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.

Z4.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z4.3. If the *Contractor* 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 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

Z5.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* 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 *Employer*, which consent shall not be unreasonably withheld.

Z5.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.

Z5.3. This undertaking shall not apply to –

Z5.3.1. Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* 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;

Z5.3.2. Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* 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;

Z5.3.3. Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z5.4. The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the Services and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. Employer's Step-in rights

Z6.1. If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within [●] weeks of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z6.2. The *Contractor* 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 *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Employer* to achieve this end.

Z7. Liens and Encumbrances

- Z7.1.** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z8. Intellectual Property

- Z8.1.** 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 Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z8.4.** The *Contractor* 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:
- Z8.5.** the *Contractor's* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor's* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Annexure A: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)

Information about the Panel and appointment of the selected *Adjudicator* is available from [●]

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Pricing Data in Part C2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1	Safety file	R	1	R5000	
2	Permits and Administration	R	1	R7000	
3	Interior Design Services (Percentage of project cost)	1		R	R
4	Contingency 10%	R	1		

Total of the Prices for Part 1

Part 2

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
	<p>The appointed service provider will be required to:</p> <ul style="list-style-type: none"> Conduct a site assessment to understand furniture requirements, workflow needs, and staff pause areas. Develop a comprehensive office layout design that includes: <ul style="list-style-type: none"> Workstations Reception and meeting rooms Staff kitchens Rest facilities Lockers and secure storage solutions Provide drawings of proposed layout. Supply high-quality, ergonomic, and durable furniture and fittings. Deliver and install all items at the specified location. Ensure compliance with health, safety, and accessibility standards. Complete all work within the agreed timelines and budget. 				

	<p>Offices</p> <ul style="list-style-type: none"> • Ops Coordinators (30sqm) • Count room (18sqm) • Cash Office (13.29sqm) • Control Room (28,45 sqm) • IMC (61,12 sqm) • Airfield Manager (15.34 sqm) • Client & Passenger (16 SQM) • Maintenance Manager (11.59) • Security (11.59 sqm) • Finance (• Admin (11 sqm) • Finance AR (16SQM) • Finance AP (10.90SQM) • Human Resources (16SQM) • Airport Manager (31.30 SQM) • Maintenance (west wing) 16.83SQM) • Security Compliance (20 SQM) • ACSA IT (38SQM) • Permit Office (23 SQM) • AVSEC Supervisor (• Snr Safety Officer • Safety Officers • Training Officer • Fire Prevention Officer (16SQM) • Ass. Manager ARFF (16SQM) • Office General (22 SQM) • Supervisors Office (22,98SQM) • Apron Office (22 SQM) • Bird & Wildlife (15SQM) • Union office (12 SQM) 				
	<p>Kitchen area</p> <ul style="list-style-type: none"> • Admin (6 SQM) • East wing (12 SQM) • Arrivals (12 SQM) • ARFF (15 SQM) • Landside (16.2SQM) <p>West wing (16.20 SQM)</p>				
	<p>Staff rest facilities</p> <ul style="list-style-type: none"> • Landside (16.2 SQM) • Landside locker area (5.36 SQM) • Security restroom (control room (13,5 sqm) • Security East Wing (20SQM) <p>ARFF Rest room</p>				
	<p>Boardrooms & Lecture room</p> <ul style="list-style-type: none"> • East Wing Lecture room (76 SQM) • Admin Boardroom (76.77 SQM) • ARFF Boardroom 1 (47 SQM) • ARFF Lecture room (46 SQM) <p>ARFF Boardroom 2 (33 SQM)</p>				

	<p>Walls: ACSA PRIDE values wall art must be a feature in all rest facilities/pause area namely:</p> <ul style="list-style-type: none"> • Landside restroom • Security restroom • Fire & rescue • East wing lecture room 				
	LANDSIDE RESTROOM (16.2 SQM)				
	<ul style="list-style-type: none"> • Strip and remove built in kitchen cupboards. • Supply and fit a new built in kitchen fittings with lock mechanism, including sanitary wear complete. • Supply new ceramic tiles and install to floors suitable for a high traffic area. • Make good floor surface including preparing surface for new screed, tile finish • Strip and remove built in kitchen cupboards. • Supply and fit a new built in kitchen fittings with lock mechanism, including sanitary wear complete. • Supply new tiles and install to floors • Supply and fit new tiles splash back(walls) • Supply plastic café chairs for the area. • Supply and deliver café table. • Two-seater couch plus one tub chair • Strip and remove existing built-in lockers and cart away from site. • Supply and install new built-in lockers and provide 2sets of keys for each locker. • Remove existing wall tiles. • Supply and install splash back wall tile. • Supply two office chairs. 				

	Kitchen- Arrival Hall (12 SQM)				
	<ul style="list-style-type: none"> Strip and remove built in kitchen cupboards Supply and fit a new built in kitchen fittings with lock mechanism, including sanitary wear complete. Supply plastic café chairs Supply stainless steel café table Supply and install splash back wall tile. 				
	Security Restroom- East Wing office block (13,5 SQM)				
	<ul style="list-style-type: none"> Strip and remove built in lockers and cart away from site. Supply and install built-in lockers and supply two keys for each. Supply plastic café chairs Supply stainless steel café table. Moveable workstation for desktops workstations. 				
	Fire and Rescue Kitchen (15 SQM)				
	<ul style="list-style-type: none"> Strip and remove built in kitchen cupboards and cart away from site. Supply and fit a new built in kitchen fittings with lock mechanism, including sanitary wear complete. Strip and remove existing tiles. Supply and install ceramic tile suitable for a high traffic area. Make good floor surface including preparing surface for new screed, tile finish. 				

	ARFF Restroom				
	<ul style="list-style-type: none"> Supply and install high table Supply upholstery tub chairs Supply and deliver coffee table Supply and deliver FARO Barstool Product code GN06 <p>Materials Polypropylene shell Anodized aluminium legs Features UV resistant Stackable Colour dependent on overall design look and feel</p> <ul style="list-style-type: none"> Supply and install new built in lockers with locking mechanism in both male & female rest rooms. 				
	ARFF Garage				
	<p>Wall mounted Fire and Rescue bunker Gear lockers with locking mechanism. 24 lockers</p>				
	Appliances				
	<p>Commercial microwaves Heavy-duty commercial microwaves (about 2000 - 3000+ watts)</p>		10		
	<p>Bar Fridge (90L)</p> <ul style="list-style-type: none"> Capacity: 90 Liters Dimensions: H 850mm x W 480mm x D 450mm LED illumination Integrated handle Reversible door Adjustable levelling feet Sealed crisper Icebox 2 shelves 3 door racks 		3		
	<ul style="list-style-type: none"> Fridges 222L- 300L <p>Energy Rating: A Energy Rating: A Dimensions</p>		7		

	Height:167.3 (CM) Width:58.3 (CM) Length:59.1 (CM)				
	<ul style="list-style-type: none"> Four plate electrical stoves with oven. Must have a hob 		2		
	<ul style="list-style-type: none"> 4 -Slice Sandwich Press ,2000 W. Floating hinge power and ready indicator lights, Non-stick plates. Auto thermostat control 		7		
	Industrial washing machine (suitable for firefighting bunker gear) Capacity 65 KG Designed Life 30'000 Cycles Extraction 350 G Suspension Yes Pocket Valve Standard Dimensions 139x159x198 cm Weight 1380 KG		1		
	Water boilers for all kitchen areas Including any required plumbing and electrical connection complete. Litres: 5, Wall mounted, Stainless steel, Instant boiling. Supply and install drinking water purification system in all kitchen areas including any required plumbing and electrical connection complete				
	Admin Boardroom - chairs Black mesh back with lumbar support Moulded foam seat 5-star black moulded nylon base Seat upholstered in standard black fabric Features Synchronized mechanism Height adjustable arms with pivot function	Once off	20		

	<ul style="list-style-type: none"> Control Room Create pause area for staff in the unused space. Area to be partitioned of using 3.5m wide x 2.05m high Panel Aluminium Glass Folding Door, including rail etc complete. Glass must be frosted. Supply and deliver café chairs. Supply and deliver café tables Supply and fit built-in lockers for staff Strip and remove existing cupboards Supply and fit new built in kitchen fittings with lock mechanism, including sanitary wear complete. Supply and fit new built in cupboard for new area. 				
	Fire Station Alpha Boardroom- Chairs <ul style="list-style-type: none"> Black mesh back with lumbar support Moulded foam seat 5-star black moulded nylon base Seat upholstered in standard black fabric Features Synchronized mechanism Height adjustable arms with pivot function	Once off	12		
	Fire Station Bravo Boardroom- Chairs <ul style="list-style-type: none"> Black mesh back with lumbar support Moulded foam seat 5-star black moulded nylon base Seat upholstered in standard black fabric Features Synchronized mechanism Height adjustable arms with pivot function	Once Off	14		
	Fire Station- Chairs <ul style="list-style-type: none"> Black mesh back with lumbar support Moulded foam seat 5-star black moulded nylon base Seat upholstered in standard black	Once off	17		

	<p>fabric</p> <p>Features</p> <p>Synchronized mechanism</p> <p>Height adjustable arms with pivot function</p>				
	<p>Fire Station Bravo Boardroom</p> <p>Supply and deliver boardroom table and 14 chairs.</p>	Once Off	1		
	<p>ECC chairs</p> <p>Supply and deliver new chairs.</p>	Once off	18		
	<p>Office Chairs (supply for all ACSA offices)</p> <ul style="list-style-type: none"> Supply, deliver and offload Black mesh back with lumbar support <p>Moulded foam seat</p> <p>5-star black moulded nylon base</p> <p>Seat upholstered in standard black fabric</p> <p>Features</p> <p>Synchronized mechanism</p> <p>Height adjustable arms with pivot function</p>		60		
	<p>Office visitors chair</p> <ul style="list-style-type: none"> Supply and deliver visitors chairs 	Once off	70		
	<ul style="list-style-type: none"> Supply and deliver round office table with 4 chairs (3 offices) 				
	<p>Office desk (replacement for all ACSA offices, SP to provide proposed layout based on the ACSA standards and size of office). This will be dependant on the proposed office layout.</p>				
	<p>Supply and deliver highchairs for Terminal high table. Must be suitable for a high traffic area.</p>		8		

PART C2: PRICING DATA PAGE 19 C2.2 TSSC3 PRICE LIST

	function				
	Supply and deliver ergonomically sound chairs for the Passenger Information Desk.		4		

The total of the Prices for Part 2

**NB: All furniture, fixtures and fittings to be in line with Approved Airports Company South Africa
CORPORATE IMAGE
All CI items to be approved before installation.**

All restrooms must have relaxed theme.

C3: Scope of Work

C3.1 Service Information

The Contractor shall supply and install office furniture at King Phalo Airport in accordance with the Employer's requirements. The service includes:

- Provision of all labour, materials, and equipment necessary for the supply, delivery and installation of furniture.
- Compliance with specifications and requirements detailed in the Request for Quotation (RFQ) document issued by Airports Company South Africa (ACSA).
- Adherence to special airport-specific clauses included in the Scope of Works to meet ACSA's regulatory requirements.
- Use of ACSA Office Furniture and Office Layout Spatial Specifications provided by the Employer.
- Execution of works in accordance with approved layout and design standards supplied by ACSA.

The Contractor will be appointed directly by Airports Company South Africa and shall comply with all applicable airport regulations and security protocols during the execution of the works.

1. Description of the service

General Specifications

- All furniture supplied shall meet the specifications outlined in the ACSA standards.
- Installation shall be completed in accordance with the approved office layout and spatial requirements.
- All office and boardroom chairs must be ergonomically sound and good back support.

2. Specifications

Health and Safety Requirements

The Contractor shall:

- Comply with the Occupational Health and Safety Act (OHSA) and all relevant legislation.
- Submit a Health and Safety file for approval prior to commencement.
- Provide and maintain appropriate Personal Protective Equipment (PPE) for all workers.
- Implement measures to prevent hazards associated with manual handling, use of tools, and working in restricted airport areas.
- Report all incidents, near misses, and injuries immediately and maintain an incident register.
- Ensure compliance with airport-specific safety and security protocols, including access control and restricted area permits.
- Conduct regular site inspections and toolbox talks.

Quality

- Conduct quality checks at the following stages:
 - Pre-delivery inspection of furniture.
 - Post-installation verification against layout specifications.
- Maintain records of all inspections, tests, and approvals.
- Rectify any defects or non-conformances at no additional cost to the Employer.
- Ensure subcontractors adhere to the same quality standards.

Waste Management:

The Contractor shall be responsible for the removal and disposal of all rubble and debris from the site. All waste management activities must comply with applicable laws, regulations, and environmental protocols, including proper segregation, transportation, and disposal at authorized facilities.

Environment:

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Constraints on how the Contractor Provides the Service

Due to the nature of airport operations, any work involving drilling, grinding, or activities that produce fumes must be carried out outside normal operational hours. All such work shall be scheduled to ensure it does not interfere with regular airport operations.

Normal operational hours are as follows:

- King Phalo Airport:
 - Monday–Thursday: 06:00 – 20:30
 - Friday: 06:00 – 20:30
 - Saturday: 08:00 – 18:00
 - Sunday: 08:00 – 20:30

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
-Safety File		
Environmental requirements		
Site regulations and access control		
ACSA permit system procedure		
<u>Technical specifications:</u>		

3. Constraints on how the *Contractor* Provides the Service

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

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

Frequency and nature of meetings to be agreed. These shall include:

- Risk Register at a frequency not more than two weeks
- Overall contract progress and feedback, at a frequency of between 2 weeks and not less than 1 month

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services.

Records of these meetings shall be submitted to the Employer's Agent by the person convening the meeting within five days of the meeting.

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

3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number _____;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

Payments of the amounts so certified shall be made to the Contractor by Airports Company South Africa Limited within 30 days after date of statement from the Contractor

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

3.5 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4. Requirements for the plan

The Contractor shall submit a detailed program for approval within 14 days of the award of this contract. This program will be subject to review and discussion with the Project Manager prior to acceptance. The proposed program shall be presented in the form of a bar chart (Gantt chart) or any other time-activity format acceptable to the Project Manager. The program must clearly indicate:

1. Proposed Rate of Progress
 - Activities required to complete the supply, delivery, removal, and installation works within the agreed timeframe.
 - Duration of each activity and proposed resource allocation for each stage, including site preparation, removal of existing cupboards, delivery of new furniture, installation, and finishing.
2. Sequence of Activities and Dependencies
 - Logical order of tasks and any time or resource-related dependencies.
3. Critical Path Activities
 - Identification of tasks that directly impact the overall completion date.
4. Key Dates
 - Milestones for delivery schedules, removal and installation phases, and any information or approvals required from others.
5. Additional Information
 - Any specific details requested by the Project Manager.

5. Services and other things provided by the *Employer*

Electrical Supply

The Employer will provide power supply for the contractor use whilst on site. The Contractor must make its own arrangements for any additional power requirements necessary for renovation activities.

Site Area

A suitable area will be allocated for the Contractor to store materials and equipment. The Contractor shall ensure the area is clearly marked always maintaining safety and cleanliness.

Item	Date by which it will be provided

6. Property affected by the *service*

Access limitations

The contractor's personnel will not be permitted at the restricted areas without the necessary permits and reflective jackets.

Ground conditions in areas affected by work in this contract

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

The contractor must cater for any possible nighttime work, work over weekends and on public holidays as well as all statutory requirements in this regard. Working hours must be agreed between Airports Company South Africa Limited and the contractor.

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

To: [●]..... (Contractor)

(for *Employer*)

(for *Contractor*)

(for *Employer*)