



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF PROJECT: Supply, Delivery, Offloading of Lighting Spares for a Period of Forty – Eight (48) Months at OR Tambo International Airport.

NEC 3: SUPPLY CONTRACT (SC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

(Registration Number: _____)

for **Supply, Delivery, Offloading of Lighting Spares for a Period of Forty – Eight (48) Months at OR Tambo International Airport.**

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PART C1: AGREEMENT AND CONTRACT DATA

PLEASE COMPLETE AND SIGN THE BELOW (IN FIGURES AND IN WORDS INCLUSIVE OF VAT)

C1.1 Form of Offer and Acceptance**Offer**

The Purchaser, identified in the acceptance signature block, wishes to enter into a contract **for the Supply, Delivery and Offloading of Lighting Spares at OR Tambo International Airport for a period of Forty-Eight (48) months.**

The Supplier, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Supplier, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Supplier offers to perform all of the obligations and liabilities of the Supplier 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);

R

(in figures)

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the Supplier

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

PLEASE COMPLETE AND SIGN THE ABOVE (IN FIGURES AND IN WORDS INCLUSIVE OF VAT)

This offer may be accepted by the Purchaser by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the Supplier's offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Supplier's offer shall form an agreement between the Purchaser and the Supplier 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 agreement)
- Part C2: Pricing data and Price List
- Part C3: Goods Information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any 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 Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Purchaser

Signature Date

Name Capacity
Airports Company South Africa,

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

Name and
signature
of witness

Schedule of Deviations

1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	
5 Subject	
Details	

By the duly authorised representatives signing this agreement, the Purchaser and the Supplier 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Purchaser 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.

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:
 - X1 Price Adjustment for Inflation
 - X2 Changes in the law
 - X17 Low Performance Damages
 - X 20 Key Performance Indicators
 - Z Additional conditions of contract

of the NEC3 Supply Contract April 2013.

- The *goods* are:

Lighting spares at OR Tambo International Airport and remote areas

- The *services* are:

Supply, Delivery and Offloading of Lighting Spares at OR Tambo International Airport and remote areas for a period of Forty – Eight (48) months

- The *Purchaser* is

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Address:

ACSA North Wings Offices

International Terminal Building 3rd Floor

O. R. Tambo International Airport

**1 Jones Road
Kempton Park
1632**

-
.....
- The *Supply Manager* is TBA

Name

Address

.....

- The *Adjudicator* is

THE PERSON APPOINTED JOINTLY BY THE PARTIES FROM THE LIST OF ADJUDICATORS

- The Goods Information is in

PART C3

- The Supply Requirements as part of the Goods Information is in
 . [REFERENCE TO CORRECTLY AS IN PART C3]

- The *language of this contract* is **ENGLISH**
- The *law of the contract* is the law of ... **THE RESPUBLIC OF SOUTH AFRICA**
- The *period for reply* is **7 CALENDAR DAYS**
- The *Adjudicator nominating body* is ... **THE CURRENT CHAIRMAN OF THE JOHANNESBURG ADVOCATE'S BAR COUNCIL**
- The *tribunal* is **ARBITRATION** ...
- The following matters will be included in the Risk Register

Risk Name	Mitigation	Responsible Person
Delivery Delays	Continuous update inventory and timeous order	Contract Manager and the supplier
Obsolete Spares	Discuss with supplier and exercise options of alternative and equivalent spares	Contract Manager and the supplier
Identification of Spares	The supplier has a technical person to ensure purchasing of correct spares	Contract Manager and the supplier

3 Time

4 Testing and Defects

5 Payment

- The *starting date* will be upon signature of the contract by ACSA.
 The *Supplier* submits revised programmes at intervals no longer than Four weeks.
- The *defects date* is Twelve (12) weeks from installation.
- The *defect correction period* is Two (2) 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
- The *currency of this contract* is the **ZAR**
- The *assessment interval* is Four weeks (not more than five).
- The *interest rate* is **THE PRIME LENDING RATE OF THE NEBANK, AS DETERMINED FROM TIME TO TIME.**

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

..... **REFER TO PART C1.3.**

- 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

..... **REFER TO PART C1.3**

- The *Supplier's* liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is limited to . . . **NIL – NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL OR INDIRECT LOSS.**
- For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to **REFER TO PART C1.3**
- The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to **THE TOTAL OF THE PRICES**.....

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 CONTRACTOR'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 CONTRACTOR AS STATED IN THIS CONTRACT FOR:

- **LOSS OF OR DAMAGE TO THE EMPLOYER'S PROPERTY,**
- **DELAY DAMAGES,**
- **DEFECTS LIABILITY,**
- **INSURANCE LIABILITY TO THE EXTENT OF THE CONTRACTOR'S RISKS**
- **LOSS OF OR DAMAGE TO PROPERTY (OTHER THAN THE WORKS, PLANT AND MATERIALS),**
- **DEATH OF OR INJURY TO A PERSON;**
- **DAMAGE TO THIRD PARTY PROPERTY; AND**

INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT.

- The *end of liability date* is **.5. (FIVE).** . . 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
..... **JOHANNESBURG**
- 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
... **THE CHAIRMAN OF THE JOHANNESBURG ADVOCATES BAR COUNCIL** ...

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 One week 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 30 days from receipt of a valid tax invoice.

If there are additional *Purchaser's* risks

- These are additional *Purchaser's* risks. N/A

- 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 **SEE PART C1.3.**
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. non-adjustable

1.00

- The *base date* for indices is

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 X13 is used

- The amount of the performance bond is

If Option X17 is used

- The amounts for low performance damages are

amount	performance level
.....	for
.....	for
.....	for
.....	for

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

Z **The Additional conditions of Z1 – Z20
contract are**

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, 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 The Supplier's responsibilities:

Z2.1 Delete core clause 20.1 and replace with the following:

The *Supplier* provides the Goods and Services in accordance with the Goods Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

Z5 Termination

Z5.1 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".

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Supplier* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*, 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 *Supplier*.

Z8.2 The *Purchaser* may cede and delegate its rights and obligations under this contract to any person or entity.

Z9 Joint and several liability

Z9.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Purchaser* for the performance of the Contract.

Z9.2 The *Supplier* shall, within 1 week of the Contract Date, notify the *Supply Manager* and the *Purchaser* of the key person who has the authority to bind the *Supplier* on their behalf.

Z9.3 The *Supplier* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Purchaser*.

Z10 Ethics

Z10.1 The *Supplier* undertakes:

Z10.1.1 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;

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 *Purchaser* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Supplier's* breach of this clause constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods or taking any other action as appropriate against the *Supplier* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Supplier* 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 *Purchaser*, the *Purchaser* 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 *Supplier* 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 *Supply Manager* or the *Purchaser*, which consent shall not be unreasonably withheld.

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

Z11.3 This undertaking shall not apply to –

- Z11.3.1** Information disclosed to the employees of the *Supplier* for the purposes of the implementation of this agreement. The *Supplier* 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 *Supplier* is required by law to disclose, provided that the *Supplier* notifies the *Purchaser* prior to disclosure so as to enable the *Purchaser* to take the appropriate action to protect such information. The *Supplier* 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;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* 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 Goods and after Completion, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*
- Z11.5** The *Supplier* ensures that all his SubSuppliers abide by the undertakings in this clause.

Z12 *Purchaser's Step-in rights*

- Z12.1** If the *Supplier* 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 *Supply Manager*, the *Purchaser*, 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 subSupplier or supplier of the *Supplier*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Supplier*
- Z12.2** The *Supplier* co-operates with the *Purchaser* 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 *Supplier* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Supply Manager* to achieve this end.

Z14 *Intellectual Property*

- Z14.1** 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 Goods.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

- Z14.3** The *Supplier* gives the *Purchaser* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Supplier* is to be obtained before the *Supplier's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Supplier's* IP available to any third party the *Purchaser* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Purchaser* would use to protect its IP
- Z14.5** The *Supplier* shall indemnify and hold the *Purchaser* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Supplier's* design, manufacture, construction or execution of the Goods
- Z14.5.2** the use of the *Supplier's* Equipment, or
- Z14.5.3** the proper use of the Goods.
- Z14.6** The *Purchaser* shall, at the request and cost of the *Supplier*, assist in contesting the claim and the *Supplier* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 **Dispute resolution:**

Z16.1 **Appointment of the
Adjudicator**

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

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

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (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

Z17 Notification of a compensation event

Z17.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Supply Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

Z18 BBEE and Tax Clearance Certificates

Z18.1 The *Supplier* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate . Failure to do 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.

Z19 Communication

Z19.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

The *Supply Manager* requires the written consent of the Purchaser if an action will result in a change to the design, scope, and Goods information that is 5% or more

Z19.2 The *Supply Manager* requires the written consent of the Purchaser if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Supplier* agrees to the following:

Z20.1 As part of this contract the *Supplier* acknowledge that it (mandatory) is an Purchaser in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

Part two – Data provided by the *Supplier*

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

**State
ment
s
given
in all
contr
acts**

- 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)
 -

**Optio
nal
state
ment
s**

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

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

Part C2

C2.1 Pricing assumptions: Option B

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Part 1 - Bill of Quantities					
#	Activity Description	Frequency	Qty.	Amount (per single item)	Total
1.	Insurance (All ACSA required insurance) – Public Liability – Proof of insurance required during claiming period	Yearly	48	R1 500	R72 000
2.	Airport permits & parking fees	2 yearly	2	R16 800	R33 600
3.	Safety File	Once off	1		
	Sub-Total A (per year)				R

Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates. A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R500.00 per occurrence. It is important to note that not all amounts above are payable in any one month. The contractor will be paid based on performed and completed activity.

Vehicles permit to airside: vehicles are not supposed to be older than 5 years.

N.B The warranty and guarantees should form part of the supplied material

Part 2- Bill of Quantities: Lighting Spares**N.B The warranty and guarantees should form part of the supplied material**

Description		UoM	Quantity (per year)	Amount (per single item)	Total (per year)
1	600mm Fluorescent Tubes 14W	Each	20		
2	600mm Fluorescent Tubes 18W	Each	20		
3	1200mm Fluorescent Tubes 28W	Each	20		
4	1200mm Fluorescent Tubes 36W	Each	20		
5	1500mm Fluorescent Tubes 49W	Each	20		
6	1500mm Fluorescent Tubes 58W	Each	20		
7	600mm LED Tubes 14W	Each	20		
8	600mm LED Tubes 18W	Each	20		
9	1200mm LED Tubes 28W	Each	20		
10	1200mm LED Tube 36W	Each	20		
11	1500mm LED Tubes 49W	Each	20		
12	1500mm LED Tubes 58W	Each	20		
13	600mm Fluorescent Tube Fittings	Each	20		
14	1200mm Fluorescent Tube Fittings	Each	20		
15	1500mm Fluorescent Tube Fittings	Each	20		
16	600mm LED Tubes Fittings	Each	20		
17	1200mm LED Tubes Fittings	Each	20		
18	1500mm LED Tubes Fittings	Each	20		
19	5W-14W Light bulbs (Edison screws) normal LED	Each	20		
20	5W-14W Light bulbs (Screw and bi-type) normal LED	Each	20		
21	2 x t8 LED Linear Light Fitting 1200mm (4FT)	Each	20		
22	28W/ 4000 Lumen LED Lights	Each	20		
23	LED Tube TL-D 36W/33-640	Each	20		
24	IP65 5ft Tri-Proof LED Linear Light	Each	20		
25	LED Recessed Linear Fitting or Linear Y-Shape S1200 (Recessed)	Each	20		

26	600/600mm LED panel lights 30W	Each	20		
27	600/600mm LED panel lights 48W	Each	20		
28	600/600mm LED panel lights 58W	Each	20		
29	300/1200mm LED panel lights 30W	Each	20		
30	300/1200mm LED panel lights 48W	Each	20		
31	300/1200mm LED panel lights 58W	Each	20		
32	600/1200mm LED panel lights 36W	Each	20		
33	600/1200mm LED panel lights 48W	Each	20		
34	600/1200mm LED panel lights 60W	Each	20		
35	400/400mm LED panel lights 40W	Each	20		
36	600/600mm LED panel lights 30W (Dimmable)	Each	20		
37	600/600mm LED panel lights 48W(Dimmable)	Each	20		
38	600/600mm LED panel lights 58W(Dimmable)	Each	20		
39	300/1200mm LED panel lights 30W(Dimmable)	Each	20		
40	300/1200mm LED panel lights 48W(Dimmable)	Each	20		
41	300/1200mm LED panel lights 58W(Dimmable)	Each	20		
42	600/1200mm LED panel lights 36W(Dimmable)	Each	20		
43	600/1200mm LED panel lights 48W(Dimmable)	Each	20		
44	600/1200mm LED panel lights 60W(Dimmable)	Each	20		
45	400/400mm LED panel lights 40W(Dimmable)	Each	20		
46	30W LED floodlight Modular	Each	20		
47	80W LED floodlight Modular	Each	20		
48	100W LED floodlight Modular	Each	20		
49	160W LED floodlight Modular	Each	20		
50	200W LED floodlight Modular	Each	20		
51	250W LED floodlight (High Mast) Modular	Each	20		

52	450W LED floodlight (High Mast) Modular	Each	20		
53	Mesmerize 3 Piece LED Module Cool White: 12VDC, 1.1W, 105 Lumen, Colour 6000K-7000K, IP67	Each	20		
54	IP65 LED High Bay Aluminium LED Fitting AC200 - 240V, 100W	Each	20		
55	IP65 LED High Bay Aluminium LED Fitting AC200 - 240V, 150W	Each	20		
56	LED NW-55W -5806lm 220-240V	Each	20		
57	GU10 LED downlights	Each	20		
58	13w globes 2pin	Each	20		
59	Master plc-c 18w/4pin	Each	20		
60	Globe – D/E 26w	Each	20		
61	LEDlume-mi8/26WN5102A 1G Light Fittings	Each	20		
62	D/E 13W/840 Cool white	Each	20		
63	8W CCT: LED Downlights	Each	20		
64	LED downlighter (205 - 230mm diameter) (Comparable to 2 x 26W PL) (Recessed)	Each	20		
65	LED downlighter (76 - 110mm diameter) (10W or less) (Recessed)	Each	20		
66	LED Recessed LED Compact (150 - 188mm cut out) (32 - 50W) (Recessed)	Each	20		
67	18W LED Slim Downlights IP20	Each	20		
68	24W Slim LED Down light	Each	20		
69	9W/840 Cool white	Each	20		
70	SCL702 (CR-DL04D-S9) 9W LED IP40 R3820	Each	20		
71	LED Lamp 3.5-5W, 220V - 2pin	Each	20		
72	LED Lamp 3.5-5W, 220V - Screw	Each	20		
73	LED driver constant current V8-40-850 220-240V 0.23A	Each	20		
74	28W ballast	Each	20		
75	Photocell sensor (magic eye)	Each	20		
76	Photocell sensor 16A	Each	20		

77	SOLAR-One MA 1830 N 5424 BG with motion sensor	Each	20		
78	LED low bay lights 70 – 80 watts with motion sensor	Each	20		
79	Dimmer Switch (2"x4") 50mm x 100mm	Each	20		
80	Digital Timer with a built-in battery	Each	20		
81	Single Lever Switch	Each	20		
82	2 Lever Switch	Each	20		
83	LED Drive Po=150W, Electronic LED driver, Input 185-264VAC 3,7A, Output: 12VDC, 29.2A	Each	20		
84	LED Drive Po=350W, Electronic LED driver, Input 185-264VAC 3,7A, Output: 12VDC, 29.2A		20		
85	Single phase Contactor	Each	20		
86	10A, 3KA Single Pole Circuit Breaker B-Curve	Each	20		
87	16A, 3KA Single Pole Circuit Breaker B-Curve	Each	20		
88	20A, 3KA Single Pole Circuit Breaker D-Curve	Each	20		
89	10A, 3KA 3-Pole Circuit Breaker B-Curve	Each	20		
90	16A, 3KA 3-Pole Circuit Breaker B-Curve	Each	20		
91	20A, 3KA 3-Pole Circuit Breaker D-Curve	Each	20		
92	LED Street Light 60W – 250W	Each	20		
93	LED Bulkhead CL280-CP02-18W Energy Saving 230VAC	Each	20		
94	Bulkhead 18W Lumen 1300im 325x100 CL3808- LED Lights	Each	20		
95	Bulkhead 15W Lumen 1300im 325x100 CL3808- LED Lights	Each	20		
96	LED 24W, 230V AC Cool white	Each	20		
97	PROVISIONAL SUM	Sum	1	R1 836 585,39	R1 836 585,39
TOTAL					

Non-scheduled parts (mark-up in percentage)

Mark-up (third party procured items/services)	
Cost	Mark-up in %
R1 – R 2 000	
R2001 - R10 000	
R10 001 - R50 0000	
Over R 50 001	

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Rate: After-hours, callouts, or non-scheduled work			
Resource	Qty/Year	Rate/Hour (after hrs.)	Rate/ Hour (Normal hrs.)
Electrician	25	R	R
Logistic Co-Ordinator	10	N/A	R

Cost for resource rates, shall be deducted from provisional sum

SUMMARY OF CONTRACT VALUE

SUPPLY, DELIVERY AND OFFLOADING OF LIGHTING SPARES - ANNUAL GOODS VALUE	
Description	Total (excluding VAT)
Part 1 - Bill of Quantities (Sub - Total A)	
Part 2 - Bill of Quantities (Sub - Total B)	
Year 1 Contract Value Excl. VAT (Sub - Total A & B)	

LIGHTING SPARES FOR 48 MONTHS-CONTRACT VALUE	
Description	Total (excluding VAT)
Year 1: Excluding CPI	
Year 2: Including 4% CPI	
Year 3: Including 4% CPI	
Year 4: Including 4% CPI	
Total Contract Value Excl. VAT (Year 1 + Year 2 + Year 3 + 4 Years)	
Total Contract Value Incl. VAT and CPI (Year 1 + Year 2 + Year 3 + 4 Years)	

N/B CPI = Consumer Price Index. CPI is added from year 2. Please transfer your total to the offer page on page 2 of 29

C3 Employer's Goods Information
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1. Description of the Services

The primary objective is to efficiently acquire, supply, and deliver spares for Lighting Spares at O.R. Tambo International Airport and remote areas for a period of forty- eight (48) months. The availability of spares will ensure compliance with corrective and preventive maintenance for all the lighting spares requirements across the Airport. The bidder must supply material/s that is SABS approved.

The scope of work will entail the following:

- Supply all specified lighting items in accordance with technical specifications.
- Provide documentation including product data sheets, warranties, and compliance certificates.
- Ensure quality assurance, including testing where applicable before delivery.
- Deliver goods to designated sites within the agreed lead time.
- The appointed service provider must be available 24 hours as per the service level agreement.
- The contractor must ensure sufficient spares availability.
- The supply of light spares covers Terminal Building, Airside, Cargo and Western precinct building.

2. Applicable Standards

The following standard specifications are applicable, but not be limited to listed standards, are to be used for reference purposes and need to be noted by Contractors to indicate familiarity and compliance with the requirements.

- a) SANS 475:2013 – Luminaires for interior lighting, streetlighting, and floodlighting - Performance requirements.
 - Covers LED, induction lamps, and traditional luminaires.
 - Specifies light output ratios, power factor corrections, and performance testing.
- b) SANS 60598 (aligned with IEC 60598) – Luminaires – General requirements and tests.
 - Ensures electrical safety, mechanical strength, and thermal performance.
- c) SANS 60901 / SANS 60969 – Standards for compact fluorescent lamps and ballasts.
- d) SANS 1464 series – Covers safety requirements for electrical appliances, including lighting equipment.

- e) IEC 60598 – Global benchmark for luminaire safety and performance.
- f) IEC 62471 – Photobiological safety of lamps and lamp systems (important for LEDs).
- g) IEC 61000 series – Electromagnetic compatibility (EMC) requirements for electronic lighting equipment.
- h) Ensure products carry the SABS mark of approval.

Table 1: Lighting spares list

Spares List	
Description	
1	600mm Fluorescent Tubes 14W
2	600mm Fluorescent Tubes 18W
3	1200mm Fluorescent Tubes 28W
4	1200mm Fluorescent Tubes 36W
5	1500mm Fluorescent Tubes 49W
6	1500mm Fluorescent Tubes 58W
7	600mm LED Tubes 14W
8	600mm LED Tubes 18W
9	1200mm LED Tubes 28W
10	1200mm LED Tube 36W
11	1500mm LED Tubes 49W
12	1500mm LED Tubes 58W
13	600mm Fluorescent Tube Fittings
14	1200mm Fluorescent Tube Fittings
15	1500mm Fluorescent Tube Fittings
16	600mm LED Tubes Fittings
17	1200mm LED Tubes Fittings
18	1500mm LED Tubes Fittings
19	5W-14W Light bulbs (Edison screws) normal LED
20	5W-14W Light bulbs (Screw and bi-type) normal LED
21	2 x t8 LED Linear Light Fitting 1200mm (4FT)
22	28W/ 4000 Lumen LED Lights
23	LED Tube TL-D 36W/33-640
24	IP65 5ft Tri-Proof LED Linear Light
25	LED Recessed Linear Fitting or Linear Y-Shape S1200 (Recessed)
26	600/600mm LED panel lights 30W
27	600/600mm LED panel lights 48W
28	600/600mm LED panel lights 58W
29	300/1200mm LED panel lights 30W
30	300/1200mm LED panel lights 48W
31	300/1200mm LED panel lights 58W
32	600/1200mm LED panel lights 36W
33	600/1200mm LED panel lights 48W

34	600/1200mm LED panel lights 60W
35	400/400mm LED panel lights 40W
36	600/600mm LED panel lights 30W (Dimmable)
37	600/600mm LED panel lights 48W(Dimmable)
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