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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME: REQUEST FOR BIDS FOR THE SUPPLY AND DELIVERY OF OFFICE FURNITURE AT AIRPORTS COMPANY SOUTH AFRICA – O.R TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS**

**REFERENCE NUMBER OF PROJECT: ORTIA8024/2025/RFP**

<b>NEC 3: SUPPLY CONTRACT (SC)</b>
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**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport: Terminal A, B & CTB**

(Registration Number: 1993/004149/30)  
("Purchaser")

and

(Registration Number : \_\_\_\_\_)  
("Supplier")

for **Supply, Replacement of new furniture and appliances and removal of old furniture and appliances for OR TAMBO International Airport for a period of 3 months**

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**PART C1: AGREEMENT AND CONTRACT DATA**

**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, Replacement of new furniture and appliances and removal of old furniture and appliances for OR TAMBO International Airport**

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);

(in figures)

**for the Supplier**

Signature ..... Date .....

Name ..... Capacity .....

(Name and address of organisation) .....

Name and signature of witness .....

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 Form of Offer and Acceptance)
- Part C2: Pricing data and Price List
- Part C3: Scope of Work : Goods

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

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 *Supply Manager* (whose details are given in Part One of the Contract Data) 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.

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.

**Duly Authorised Representative of the *Purchaser***

Signature ..... Date .....

Name ..... Capacity .....

Airports Company South Africa,

No.1 Jones Road, Kempton Park,

1627

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 **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED** *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 AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (“Purchaser”)**

CLAUSE	DATA
<p>1 General</p>	<ul style="list-style-type: none"> <li>• The <i>conditions of contract</i> are the core clauses and the clauses for Options:   X13 Performance Bond  X17 Low Performance Damages  Z Additional conditions of contract  of the NEC3 Supply Contract April 2013.</li>   <li>• The <i>goods</i> are  <b>Supply of furniture and appliances for OR TAMBO International Airport . . . .</b>  . . . . .</li> <li>• The <i>services</i> are  <b>Supply, Replacement of new furniture and appliances and removal of old furniture and appliances for OR TAMBO International Airport</b></li> <li>• The <i>Purchaser</i> is  <b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b>  <b>OR Tambo International Airport. . . . .</b>  <b>No 1 Jones Road,. . . . .</b>  <b>Kempton Park, 1647. . . . .</b>  . . . . .</li> <li>• The <i>Supply Manager</i> is  Name : TBC  <b>Address:</b> . . . . .  . . . . .</li> <li>• The <i>Adjudicator</i> is  The person appointed jointly by the parties from the list of Adjudicators</li>   <li>• The Goods Information is in  <b>PART C3</b></li>   <li>• The Supply Requirements as part of the Goods Information is in  . . <b>Part C3: Employers Service Information and all documents and drawings and other specifications to which it makes reference.</b>  . . . . .  . . . . .  . . . . .</li> <li>• The <i>language of this contract</i> is <b>English</b></li>   <li>• The <i>law of the contract</i> is the law of <b>The Republic Of South Africa.</b></li> </ul>

	<ul style="list-style-type: none"> <li>• The <i>Adjudicator nominating body</i> is <b>Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body. The current Chairman of Johannesburg Advocate’s Bar Council</b></li> <li>•</li> <li>• The <i>tribunal</i> is <b>.Arbitration</b></li> </ul> <ul style="list-style-type: none"> <li>• The following matters will be included in the Risk Register  <b>Delays in deliveries</b>  <b>Occupational Health &amp; Safety requirements</b>                      Airport Operational restriction (off peak hours) Permits</li> </ul>
3 Time	<ul style="list-style-type: none"> <li>• The <i>starting date</i> is : Upon signature of the contract by ACSA</li> </ul> <p>The <i>Supplier</i> submits revised programmes at intervals no longer than <b>[2]</b>. weeks</p>
4 Testing and Defects	<ul style="list-style-type: none"> <li>• The <i>defects date</i> is .....<b>12</b>.... weeks after Delivery.</li> <li>• The <i>defect correction period</i> is .....<b>Two (2)</b>.... weeks from the contract delivery date.</li> <li>• The <i>defect access period</i> is .....<b>12</b>.... months</li> </ul>
5 Payment	<ul style="list-style-type: none"> <li>• The <i>currency of this contract</i> is the <b>ZAR</b> .....</li> <li>• The <i>assessment interval</i> is ..... <b>bimonthly</b>. ... (not more than five).</li> </ul>
8 Risks, liabilities, indemnities and insurance	<ul style="list-style-type: none"> <li>• The <i>Supplier’s liability</i> to the <i>Purchaser</i> for indirect or consequential loss including loss of profit, revenue and goodwill is limited to . . .<b>NIL – NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL OR INDIRECT LOSS.</b> .....</li> <li>• For any one event, the <i>Supplier’s liability</i> to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser’s</i> property is limited to ..... <b>THE TOTAL OF THE LOSSES INCURRED AND/OR DAMAGES CAUSED</b></li> <li>• The <i>Supplier’s liability</i> for Defects due to his design which are not notified before the last <i>defects date</i> is limited to ..... <b>THE TOTAL OF THE LOSSES INCURRED AND/OR DAMAGES CAUSED.</b> .....</li> <li>• The <i>Supplier’s total liability</i> to the <i>Purchaser</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to: The <i>end of liability date</i> is .... <b>The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter</b></li> </ul>
Optional statements	<p><b>If the <i>tribunal</i> is arbitration</b></p> <ul style="list-style-type: none"> <li>• The <i>arbitration procedure</i> is ..... <b>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).</b>.....</li> <li>• The place where arbitration is to be held is                      ..... <b>JOHANNESBURG</b> .....</li> <li>• The person or organisation who will choose an arbitrator                         <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator is</li> </ul> </li> </ul>

**Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body .**

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

**Supply, Replacement of new furniture and appliances and removal of old furniture and appliances for OR TAMBO International Airport**

- **Delivery & Installation date: TBD and/or Within 3 months from Award Date**

.....

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

- The *Supplier* is to submit a first programme for acceptance within .2 . . . . . 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 . . . **30 days** from date of a valid invoice. . . . .

**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 Option X7 is used**

- Delay damages for Delivery are

Delivery of Furniture & Appliances                      amount per day

..... .2% - to the maximum of 10% of the contract value in relation to the total of the Furniture & Appliances prices. ....

Kindl

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

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**Amendments to the Core Clauses**

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**Z1**      Interpretation of the law

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**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.

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**Z2**      **The Supplier's responsibilities:**

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**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.

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**Z5**      **Termination**

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**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".**

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**Amendment to the Secondary Option Clauses**

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**Z7**      **Limitation of liability:**

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**Additional Z Clauses**

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**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.

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**Z9 Joint and several liability**

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- 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*.
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**Z10 Ethics**

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- 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.
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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *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.

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**Z12** ***Purchaser's Step-in rights***

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- 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.

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**Z14 Intellectual Property**

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**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.

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**Z16 Dispute resolution:**

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**Z16.1 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

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

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

**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**

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**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.

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**Z19 Communication**

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**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.

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**Z20 Delegation**

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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.

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**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.

**Statements given in all contracts**

- 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:***

**Supply, Replacement of of new furniture and appliances and removal of old furniture and appliances for OR TAMBO International Airport**

- **Delivery & Installation date: TBD and/or Within 3 months from Award Date**

### **C1.3 INSURANCE SCHEDULE**

- (i) The insurances to be provided by the Supplier shall:
- (A) be affected with Insurers and on terms approved by the Employer.
  - (B) be maintained in force for whatever period the perils to be insured by the Supplier are at risk (including any defects liability period during which the Supplier is responsible)
  - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- (ii) In the event that the Supplier 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 Supplier will take to remedy such action.

If the Supplier 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 Supplier or recover same as a debt from the Supplier.

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- **Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).**
- **Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.**

**PART C2**  
**PRICING SCHEDULE**

The pre-determined prices cannot be changed

No.	Description	Quantity	Bidders price Per Unit	Total Amount Excluding VAT
	<i>Explanatory Note</i>	<i>a</i>	<i>b</i>	<i>= a X b</i>
1	4-seater small round executive table	1		R
2	4 Way Cluster Workstation	25		R
3	Adaptors	9		R
4	Apron Operations Workstations	9		R
5	Bar stools	10		R
6	Basic art frame	5		R 50,000.00
7	Black Tablecloths	10		R
8	Boardroom Chairs	140		R
9	Boardroom serving unit	3		R
10	Bookcase	7		R
11	Build-in medical file cabinets	1		R
12	Canteen Chairs	340		R
13	Canteen Tables	85		R
14	Carpet	4		R 25 000
15	Classroom training chair	100		R
16	Coat Hanger	33		R
17	Coffee Table	14		R
18	Couch Pillows	28		R 14 000
19	Office Administrator	2		R
20	Executive leather chairs	4		R

No.	Description	Quantity	Bidders price Per Unit	Total Amount Excluding VAT
	<i>Explanatory Note</i>	<i>a</i>	<i>b</i>	<i>= a X b</i>
21	Executive PA workstation	3		R
22	Executive swivel chairs	2		R
23	Filling Cabinet -Lockable	15		R
24	Flip Charts	12		R
25	Flowerpot	3		R
26	Foldable tables	6		R
27	Footrest	9		R
28	High-Back Leather Executive Office Chair	1		R
29	Hospital waterproof mattress protector 200x85cm	6		R
30	IV /Drip Stand	4		R
31	Laptop Stand	96		R
32	Leather Boardroom Chairs	56		R
33	Lockable kitchen unit	1		R
34	Lockers	43		R
35	L-shaped office desk	164		R
36	Lumbar Chair Support	3		R
37	Medco medical fridge	2		R
38	Medical ward separating curtain	8		R
39	Mirror	2		R 6 000
40	Newspaper stand	2		R
41	Office dustbin - Black	84		R
42	Office file cabinet	101		R

No.	Description	Quantity	Bidders price Per Unit	Total Amount Excluding VAT
	<i>Explanatory Note</i>	<i>a</i>	<i>b</i>	<i>= a X b</i>
43	Patient examination bed (Leather)	2		R
44	Patients waiting chair	10		R
45	Podium	1		R
46	Queue barriers	500		R
47	Retractable 4 Bay Filing unit	4		R
48	Vase	10		R 25 000
49	Visitors' office chair (Non-adjustable)	275		R
50	Wall unit	2		R
51	Waste Furniture items	80		R
52	Boardroom Table x 8-seater	2		R
53	Boardroom Table x 14-seater	2		R
54	Boardroom Table x 50-seater	1		R
55	Boardroom Table x 6-seater	2		R
56	Boardroom Table x 10-seater	1		R
57	Boardroom Table x 30-seater	1		R
58	Plastic Chairs	95		R
59	Airport Bench	100		R
60	Transit Bench	150		R
61	2- seater couch	25		R
62	Operator Chair	632		R
63	Single seater couche	25		R
64	Steel Office Filing Cabinet	10		R

No.	Description	Quantity	Bidders price Per Unit	Total Amount Excluding VAT
	<i>Explanatory Note</i>	<i>a</i>	<i>b</i>	<i>= a X b</i>
65	Single working desk with drawers	28		R
66	Foot carpets	30		R
67	Floor Lamps - VIP	6		R
68	Table Lamps - VIP	6		R
69	TV Stand	2		R
70	Office Draughtsman chair - SAPS	15		R
71	Airport Liquid Disposal Bins	15		R
72	High desks/counter with multi-port universal lines	20		R
		<b>3 505</b>		

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

<b>SECTION - B</b>					
No.	Description	UoM	Quantity	Rate	Amount Excluding VAT
B.1	Placement/installation of various furniture types across the site	Item	1	R	R
B.2	Collection, transportation, dismantling & Setting Aside of Existing Furniture items to an onsite facility within 7 to 10 KM's	No	2 500	R	R
B.3	OHS Compliance (Includes Safety Files, PPE, Medical, Relevant Insurances Etc)	item	1,00	R	R
B.4	Permit Costs (Provisional based on proven cost)				R 20 000,00
<b>TOTAL PRICE FOR SECTION B - EXCLUDING VAT</b> <i>(Carried to final summary)</i>					R

<b>FINAL SUMMARY</b>		
1	TOTAL PRICE FOR SECTION A - EXCLUDING VAT	R
2	TOTAL PRICE FOR SECTION B - EXCLUDING VAT	R
	<b>TOTAL PRICE EXCLUDING VAT</b>	<b>R</b>
	<b>VAT AMOUNT @ 15%</b>	<b>R</b>
	<b>TOTAL PRICE INCLUDING VAT</b> <i>(Carried to form of offer)</i>	<b>R</b>

## **PART C3**

### **SCOPE OF WORK/ GOODS INFORMATION**

This business case seeks approval to fund the replacement and acquisition of office furniture and waste bins at O. R. Tambo International Airport (ORTIA). The existing furniture has reached its end of life and is beyond repair, impacting both functionality and the professional image of the office environment. This investment will not only address operational requirements but also contribute to a more ergonomic, visually appealing, and welcoming workspace.

#### **Scope of Procurement**

The procurement will include:

- Ergonomic office chairs
- Desks and workstations
- Cabinets and filing units
- Notice boards and decorative items
- Office bins for waste separation and hygiene

#### **Project Objectives**

- Replace outdated and damaged office furniture with modern, ergonomic solutions.
- Improve the workplace environment by enhancing aesthetics, functionality, and employee well-being.
- Accommodate newly appointed staff with adequate and professional workstations.
- Equip the office with appropriate waste bins to support cleanliness and sustainability goals.
- Scope of Procurement
- The procurement will include:
  - Ergonomic office chairs
  - Desks and workstations
  - Cabinets and filing units
  - Notice boards and decorative items
  - Office bins for waste separation and hygiene
- Remove and transport old furniture to designated address

#### **Expected Benefits**

- Elevated employee morale and productivity through improved workspace comfort
- A more professional and inviting environment for internal and external stakeholders
- Better alignment with health and safety standards, especially ergonomic guidelines
- Future-proofing the office to accommodate incoming staff efficiently