

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: Purchase & Replacement of Ceiling Panels at ORTIA – RFQ 74316**

**TITLE OF PROJECT: REQUEST FOR BIDS FOR THE PURCHASE & REPLACEMENT OF CEILING PANELS AT TERMINAL A, B & CTB AT (ACSA)O.R. TAMBO INTERNATIONAL AIRPORT**

**NEC 3: SUPPLY CONTRACT (SC)**

**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 Ceiling Panels 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

**Purchase & Replacement of Ceiling Panels at OR Tambo International Airport at Terminal A, B & CTB.**

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:                     <ul style="list-style-type: none"> <li>X13 Performance Bond</li> <li>X17 Low Performance Damages</li> <li>Z Additional conditions of contract of the NEC3 Supply Contract April 2013.</li> </ul> </li>   <li>• The <i>goods</i> are                     <ul style="list-style-type: none"> <li><b>Supply, delivering and installation of, Perforated Steel Ceilings, Vinal Ceilings &amp; Acoustic Ceilings.</b></li> <li>.....</li> </ul> </li> <li>• The <i>services</i> are                     <ul style="list-style-type: none"> <li>• <b>Removal &amp; replacement of damaged ceilings including cornices, suspension grids, hangers, mentis grating and steel branding.</b></li> <li>• <b>Procurement of Perforated ceilings</b></li> <li>• <b>Removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi.</b></li> <li>• <b>All electrical works</b></li> <li>• <b>Enhancing health &amp; safety</b></li> <li>• <b>Upgrading aesthetics</b></li> <li>• <b>Meeting regulatory requirements</b></li> <li>• <b>Structural integrity in preventing collapse</b></li> </ul> </li>   <li>• The <i>Purchaser</i> is                     <ul style="list-style-type: none"> <li><b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b></li> <li><b>OR Tambo International Airport. ....</b></li> <li><b>No 1 Jones Road, .....</b></li> <li><b>Kempton Park, 1647. ....</b></li> <li>.....</li> </ul> </li> <li>• The <i>Supply Manager</i> is                     <ul style="list-style-type: none"> <li>Name : TBC</li> <li><b>Address: .....</b></li> <li>.....</li> </ul> </li> <li>• The <i>Adjudicator</i> is                     <ul style="list-style-type: none"> <li>The person appointed jointly by the parties from the list of Adjudicators</li> </ul> </li>   <li>• The Goods Information is in</li> </ul>

	<p><b>PART C3</b></p> <ul style="list-style-type: none"> <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> </ul> <p>.....</p> <p>.....</p> <ul style="list-style-type: none"> <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> <li>The <i>period for reply</i> is <b>14 Calendar Days.</b> . . . . .</li> <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>The <i>tribunal</i> is <b>Arbitration</b></li> <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>
<p>3 Time</p>	<ul style="list-style-type: none"> <li>The <i>starting date</i> is: <b>Upon signature of the contract by ACSA</b></li> </ul> <p>The <i>Supplier</i> submits revised programmes at intervals no longer than <b>2 weeks</b></p>
<p>4 Testing and Defects</p>	<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</li> <li>The <i>defect access period</i> is . . . . . <b>12</b> . . . . . months</li> </ul>
<p>5 Payment</p>	<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>2 weekly</b>. . . . . (not more than five).</li> </ul>
<p>8 Risks, liabilities, indemnities and insurance</p>	<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</b></li> </ul>

	<p><b>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></p>
<p>Optional statements</p>	<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 <b>Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body .</b></li> </ul> </li> </ul> <p><b>If the <i>Purchaser</i> is to state the <i>delivery date</i> of the <i>goods</i> and <i>services</i></b></p> <ul style="list-style-type: none"> <li>• <b>Goods and Services:</b> <ul style="list-style-type: none"> <li>• Removal &amp; replacement of damaged ceilings including comices, suspension grids, hangers, mentis grating and steel branding.</li> <li>• Procurement of Acoustic, Vinal &amp; Perforated ceilings</li> <li>• Removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi.</li> <li>• All electrical works</li> <li>• Enhancing health &amp; safety</li> <li>• Upgrading aesthetics</li> <li>• Meeting regulatory requirements</li> <li>• Structural integrity in preventing collapse</li> <li>• Labour &amp; Material</li> </ul> </li> <li>• <b>Delivery date: TBD and/or Within 3 months from Award Date</b> . . . . .</li> </ul> <p><b>If no programme is identified in part two of the Contract Data</b></p> <ul style="list-style-type: none"> <li>• The <i>Supplier</i> is to submit a first programme for acceptance within .2 . . . . . weeks of the Contract Date.</li> </ul> <p><b>If the <i>Supplier</i> is not to bring the <i>goods</i> to the <i>Delivery Place</i> more than one week before the <i>Delivery Date</i></b></p> <ul style="list-style-type: none"> <li>• The <i>Supplier</i> does not bring the <i>goods</i> to the <i>Delivery Place</i> more than one week before the <i>Delivery Date</i>.</li> </ul> <p><b>If the period in which payments are made is not three weeks</b></p> <ul style="list-style-type: none"> <li>• The period within which payments are made is . . . <b>30 DAYS</b> . . . . .</li> </ul> <p><b>If the <i>Purchaser</i> is to provide any of the insurances stated in the Insurance Table</b></p> <ul style="list-style-type: none"> <li>• The <i>Purchaser</i> provides these insurances from the Insurance Table             <ol style="list-style-type: none"> <li>1. Insurance against . . . . . <b>SEE PART C1.3.</b> . . . . .</li> </ol> </li> </ul>



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**Z7      Limitation of liability:**


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**Additional Z Clauses**


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**Z8      Cession, delegation and assignment**


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**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 sub<sup>Supplier</sup> 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

Panel of Adjudicators

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 Obugo (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:**

- Removal & replacement of damaged ceilings including comices, suspension grids, hangers, mentis grating and steel branding.
- Procurement of Acoustic, Vinal & Perforated ceilings
- Removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi.
- All electrical works
- Enhancing health & safety
- Upgrading aesthetics
- Meeting regulatory requirements
- Structural integrity in preventing collapse
- Labour & Material

**Delivery date:** .....

### C1.3 INSURANCE SCHEDULE

- (i) The insurances to be provided by the Supplier shall:
- (A) be effected 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 effected.
- (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 covers 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**

Refer to part C3

**\*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.**

## **PART C3**

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

Request for proposal for the provision of Purchase & Replacement of Ceiling Panels at OR Tambo international airport. ACSA reserves the right to accept any one option or reject all options proposed during the evaluation process.

#### **2.1 Scope of Work**

The scope of work requires a qualified professional to supply and replace ceiling panels at ORTIA. The work encompasses planning, removal & replacement of damaged ceilings including cornices, suspension grids, hangers, mentis grating and steel branding, procurement of Acoustic, Cosmos, Vinal, Perforated & Futura ceilings, removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi where applicable, all electrical works, fire alarm system, labour and material, fire sprinklers, all furnishings to meet standard quality and design specifications and to eliminate safety risks, restore structural integrity, and ensure a safe and habitable environment for all occupants, passengers and staff.

#### **3. Background of existing ceiling panels**

The condition of ceilings at various areas of ORTIA International and Domestic terminals within Terminal A, Terminal B & CTB are no longer repairable or usable and pose a considerable risk of falling ceilings. This structural compromise poses a severe safety hazard to occupants, passengers and staff and creates a risk of a partial or full collapse. A complete replacement of the ceilings is required to eliminate these safety risks, restore structural integrity, and ensure a safe and habitable environment for all personnel.

The areas where the scope of work is required are detailed on the table below:

### SPECIFICATIONS / SCOPE OF WORKS / TERMS OF REFERENCES

<i>Item</i>	<i>Deliverable</i>	<i>Description</i>	<i>Area</i>
1	Perforated Steel ceiling panels	<ul style="list-style-type: none"> <li>• Removal &amp; replacement of damaged ceilings including cornices, suspension grids, hangers, mentis grating and steel branding.</li> <li>• Procurement of Perforated ceilings</li> <li>• Removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi.</li> <li>• All electrical works</li> <li>• Enhancing health &amp; safety</li> <li>• Upgrading aesthetics</li> <li>• Meeting regulatory requirements</li> <li>• Structural integrity in preventing collapse</li> <li>• Labour &amp; Material</li> </ul> <p><b><u>NB:</u></b> The pricing must be aligned with the scope of work as indicated on the above table (point 3).</p> <ul style="list-style-type: none"> <li>• Specifications: Perforated Ceilings</li> <li>• OWAtecta 600X600 Shallow Tegular metal pan ceiling tiles manufactured from 0.5mm galvanized steel with factory applied white powder coated finish (RAL 9003).</li> <li>• Perforation pattern RG2516 with factory bonded acoustic fleece backing, fire classification A2-s1, d0.</li> <li>• Tiles to be installed on OWAcliq white (RAL9003) fire-rated exposed demountable T24 suspension system, comprising galvanized steel main tees and cross tees with click connection forming a 600 × 600 mm module, with main tees suspended by means of galvanized hangers at centres not exceeding 1200 mm.</li> </ul>	

		<ul style="list-style-type: none"> <li>All installed strictly in accordance with manufacturer's instructions. Provide OWAconstruct L-trim perimeter angle, plugged and screwed to walls at centres not exceeding 200 mm.</li> </ul>	
2	Acoustic, Vinal & ceiling panels	<ul style="list-style-type: none"> <li>Removal &amp; replacement of damaged ceilings including cornices, suspension grids, hangers, mentis grating and steel branding.</li> <li>Procurement of Acoustic, Vinal &amp; Perforated ceilings</li> <li>Removal and reinstallation of Aircon Ducks, security cameras lights fittings and Wi-Fi.</li> <li>All electrical works</li> <li>Enhancing health &amp; safety</li> <li>Upgrading aesthetics</li> <li>Meeting regulatory requirements</li> <li>Structural integrity in preventing collapse</li> <li>Labour &amp; Material</li> <li>NB: The pricing must be aligned with the scope of work as indicated on the above table (point 3).</li> </ul> <p><b>Specifications: Acoustic, Vinal Ceilings</b></p> <ul style="list-style-type: none"> <li>Noise Reduction Coefficient (NRC) for sound absorption (range 0.6–1.0)</li> <li>600x600mm</li> <li>Fire rating classification A2-s1, d0.</li> <li>Ensure installation follows manufacturer-specific grid (tees/hangers) and site condition requirements.</li> </ul>	International Terminal
3	Maintenance and Service Plans	Produce documents indicating the recommended maintenance and service plans for all Acoustic, Vinal & Perforated Steel ceilings.	All Areas
4	Health & Safety	Health & Safety file requirements.	All Areas
5	Permit requirements	ORTIA access permits requirements x 10.	All Areas

## PRICE AND PREFERENCE

<i>AREA</i>	<i>TYPE OF CEILING PANELS</i>	<i>QTY</i>	<i>UNIT</i>	<i>COST PER UNIT</i>	<i>TOTAL PER COST</i>
<b><i>Domestic Terminal</i></b>	Perforated Steel Ceilings – Café Vida	500	m2		
<b><i>International Terminal</i></b>	Perforated Steel Ceilings – Passport Control	1166	m2		
	Acoustic Ceilings – Passport Control	600	m2		
	Perforated Steel Ceilings – Shongololo Lounge	360	m2		
	Vinal Ceilings – DIRCO	100	m2		
	Perforated Steel Ceilings – Diner Restaurant	640	m2		
	Perforated Steel Ceilings -Transit Corridor	1600	m2		
	Vinal Ceilings – CTB Security	300	m2		
	Health & Safety - Health & Safety file requirements.	All areas 5266	m2	R20 000	R20000
	Permit requirements - ORTIA Airport permits requirements x 10 (for indicative purposes only)	All areas 5266	M2	R20 000	R20000
	<b>Total Excluding Vat</b>				
	<b>Vat</b>				
	<b>Total Including Vat</b>				