



NEC3 Term Service

Short Contract (TSSC3)

A contract between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at BRAM FISHER INTERNATIONAL AIRPORT
(Registration Number: 1993/004149/30)

and

for Repair and Maintenance of Stormwater Drainage system for a period of 2 months

Contents:	Page No.
Part C1 Agreements & Contract Data	
C1.1 The <i>Contractor's</i> Offer and the <i>Employer's</i> Acceptance	2
C1.2 Contract Data provided by the <i>Employer</i>	4
C1.2 Contract Data provided by the <i>Contractor</i>	11
Part C2 Pricing Data	
C2.1 Pricing assumptions	12
C2.2 Price List	13
Part C3 Scope of Work	
C3.1 Service Information	15
Pro Forma Task Order	21

Conditions of Contract

Documentation prepared by:

Victor Vikilahle

C1 Agreements & Contract Data

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

The *Contractor* is:

Name:

Address:
.....

Telephone:

Email:

The *Contractor*, 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 contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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

.....

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

.....

The offered total of the Prices exclusive of VAT is **R**

Value Added Tax is **R**

The total offered amount due inclusive of VAT is **R**

(in words)

Signed on behalf of the *Contractor*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PROJECT / CONTRACT TITLE

CONTRACT NUMBER _____

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

Signed on behalf of the *Employer*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company of South Africa, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Airports Company South Africa SOC Limited Bram Fischer International Airport, N8 Thaba Nchu Road, Bloemfontein, 9300
	Tel No.	0514072200
	Fax No.	TBA
	E-mail address	TBA
14.5	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
	Name	Victor Vikilahle
	Address	Airports Company South Africa SOC Limited Bram Fischer International Airport, N8 Thaba Nchu Road, Bloemfontein, 9300
	Tel No.	0514072287
	Fax No.	TBA
	E-mail address	Victor.vikilahle@airports.co.za
	The authority of the <i>Employer's Agent</i> is	Manage the Contract
11.2(5)	The <i>service</i> is	Stormwater Drainage Maintenance
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	Upon signing of the Contract by ACSA
30.1	The <i>service period</i> is.	2 months
13.2	The <i>period for reply</i> is	2 weeks
50.1	The <i>assessment day</i> is the	20th of each month.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to section C... Insurance Schedule

82.1	The <i>Employer</i> provides this insurance	Refer to section C.. Insurance Schedule
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	Refer to section C... Insurance Schedule
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Refer to section C... Insurance Schedule
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below

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

93.2(2)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council .
93.4	The <i>tribunal</i> is:	Arbitration.
	The <i>arbitration procedure</i> is	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) .
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council (or his nominee or successor.)
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

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

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Add to core clause 20.1:

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

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

Z3.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This

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

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

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z4.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

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

Z4.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

Z5.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.

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

Z5.3. This undertaking shall not apply to –

Z5.3.1. Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z5.3.2. Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

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

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

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

Z6. *Employer's Step-in rights*

Z6.1. If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z6.2. The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Employer* to achieve this end.

Z7. *Liens and Encumbrances*

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

Z8. *Intellectual Property*

Z8.1. Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Service.

Z8.2. IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.

Z8.3. The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z8.4. The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z8.5. the *Contractor's* design, manufacture, or execution of the Services;

Z8.6. the use of the *Contractor's* Equipment, or

Z8.7. the proper use of the Services.

Z8.8. The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Annexure A: The Employer's Panel of Adjudicators

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

Name	Location	Contact details (phone & e mail)
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

Information about the Panel and appointment of the selected *Adjudicator* is available from ACSA

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

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

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

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

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

C2.2 Price List

Part 1

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

Item no.	Description	Unit	Quantity	Rate	Price
1	Temporary/permanent Permits and Airside Safety Induction cost.	Lumpsum	1		
2	Safety file	Lumpsum	1		
3	Repair of defects on drainage structures, including but not limited to plastering and sealing of joints on Trapezoidal stormwater Channels. Smooth finishing is required.	m ²	5535		
4	Extension of Stone pitching to connect with Concrete channel at Zone 11, Airside	m ²	36		
5	Replacement of 2 concrete panels on stormwater drains: Landside	m ²	6		
6	Strengthen Retaining wall and alTign 15m long Busamed hospital fence. Compacted G7 material to be used for retaining.	m	15		

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

1. Description of the service

Contractor to repair all drainage defects, repair damaged plastering, seal all joints on concrete drains, extend stone pitching on Zone 11 and replace all damaged panels on concrete structures. Contractor to strengthen retaining wall for Busamed hospital fence.

The following areas should be covered but not limited to: Concrete Channels at Airside, Contractors Camp, Fuel Farm, General Aviation, Busamed Hospital, Car Depots, Solar Plant and all Landside stormwater canals

Item	Item/ Service Description	Pictures	Unit of Measure	Quantity
1	Temporary/permanent Permits and Airside Safety Induction cost.		Lumpsum	1
2	Safety file		Lumpsum	1
3	<p>Repair of defects on drainage structures, including but not limited to plastering and sealing of joints on Trapezoidal stormwater Channels. Smooth finishing is required.</p> <ul style="list-style-type: none"> • L=1km, w=6m • L=100m, w=3m • L= 200m, w=3m • L=300m, w=2.5m • L=100, w=2.5m • L=100, w=2,5m • L=140m, w=4,5m • L=50m, w=2m • L=50, w=2,5m • L=320m, w=2,5m • L=115, w=2.5 • L=230m, w=4m • L=15m, w=2,5m • L=56m, w=2,5m • L=85m, w=2,5m • L=50m, w=2,5m <p>TOTAL AREA= 5535m²</p>		m ²	5535

4	<ul style="list-style-type: none"> • Extension of Stone pitching to connect with Concrete channel at Zone 11, Airside 12mx3m • A=36m² 		m ²	36
5	<p>Replacement of 2 concrete panels on stormwater drains: Landside 3mx1m Each</p> <p>Total Area 6m²</p>		m ²	6

6	Strengthen Retaining wall and aligning 15m long Busamed hospital fence. Compacted G7 material to be used for retaining.		M	15
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2. Specifications

Concrete strength should be 20-25 Mpa

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	TBC	Yes
Environmental requirements	TBC	Yes
Site regulations and access control	TBC	Yes
<u>Technical specifications:</u>		
Contractor to ensure smooth finishing on concrete works		
All joints to be sealed with a sealant		
Where bricks are used, plastering to be applied and smooth finishing is required		
Concrete strength used to be 20-25 Mpa		

3. Constraints on how the Contractor Provides the Service

The Contractor should have valid permit to access the airside
 The Contractor should work under escort where there is a need.
 Assessment for invoice to be done on the 20th of each month and payments to be expected on last day of the month

3.1 Meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these.

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement." However, this is to be decided by the contract/project manager.

3.2 Use of standard forms

3.3 Invoicing and payment

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

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

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

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

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

Invoice is submitted to Employer's Agent via Email Address provided

3.4 Records of Defined Cost

Contractor to keep Quotations and fully signed invoices for any costs that the Contractor should be reimbursed for.

3.5 BBBEE and preferencing scheme.

The Contractor should meet the CIDB Grading criteria as required.

4. Requirements for the plan

A 3 month plan is required, detailing how will the work be executed within the Contract duration. This plan should be detailed on MS Projects and a short word document

5. Services and other things provided by the Employer

Employer will provide water, electricity, parking and site camp

Item	Date by which it will be provided
Water	TBC
Electricity	TBC
Parking	TBC
Site Camp	TBC

6. Property affected by the service

Work will be carried out on Airside and Landside. The following properties will be affected by the service. BFIA airfield but NOTAM arrangements will be done whenever there is a need. General Aviation Site. Solar Plant farm. Contractors camp at maintenance complex.

Task Order

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

Task Order No. [•] service [•]
To: [•].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]
Completion Date [•]
Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for Employer)

Total of Prices for items of work on the Price List (details attached) R. _____
Total of Prices for items of work not on the Price List (details attached). R. _____
Total of the Prices for this Task Order R. _____

The programme for the Task is [ref] (attached)
Signed: _____ Date _____

(for Contractor)

I accept the above price and programme and instruct you to carry out the Task
Signed: _____ Date: _____

(for Employer)