

NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Applicable at Cape Town International Airport
(Reg No. 1993/004149/30)

and

for **Supply, Delivery and Installation of Furniture for
Power and Lighting Offices at Cape Town
International Airport**

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Documentation prepared by:

Project Manager
Electrical Maintenance
Cape Town International Airport

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the:

Supply, Delivery and Installation of Furniture for Power and Lighting Offices at Cape Town International Airport

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of 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 offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 Employer 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Private Bag X9002 ACSA Southern Office Block Cape Town International Airport 7525
	Tel No.	021 937 1200
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	Supply, Delivery and Installation of Furniture for Power and Lighting Offices at Cape Town International Airport
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport
30.1	The <i>starting date</i> is.	Upon signing of the contract by ACSA
11.2(2)	The <i>completion date</i> is.	40 Working days from the Starting Date
13.2	The <i>period for reply</i> is	1 Week
40	The <i>defects date</i> is	12 weeks after Completion
41.3	The <i>defect correction period</i> is	4 weeks
50.1	The <i>assessment day</i> is the	4 Weeks intervals
50.5	The <i>delay damages</i> are	R3000 per day
50.6	The retention is	5%
51.2	The interest rate on late payment is	0%
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	R0

82.1	The <i>Employer</i> provides this insurance	R0
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	The supplier must provide proof of cover for Public Liability insurance, for an indemnity limit not less than R25 000 (twenty-five thousand rands), before the purchased goods are delivered and installed.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	The supplier must provide proof of cover for Public Liability insurance, for an indemnity limit not less than R25 000 (twenty-five thousand rands), before the purchased goods are delivered and installed.
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	
	Address	Johannesburg, South Africa
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee. .
93.4	The <i>tribunal</i> is:	Arbitration.
	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
	The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013) and the following additional conditions:	
Z	The <i>Additional conditions of contract</i> are Z1 – Z17	
	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, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> 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.
Z3	Other responsibilities:
Z4	Extending the defects date:
Z4.1	Add the following as a new clause 42.5: If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i>, the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i>, due to a Defect, is unable to use the <i>works</i>.
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
Z5	Termination
Z5.1	Add the following to core clause 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	Additional Z Clauses
Z6	Cession, delegation and assignment
Z6.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i> .
Z6.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z7	Joint and several liability
Z7.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
Z7.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z7.3	The <i>Contractor</i> 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 <i>Employer</i> .
Z8	Ethics

Z8.1	The <i>Contractor</i> undertakes:
Z8.1.1	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;
Z8.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z8.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z8.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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.
Z9	Confidentiality
Z9.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z9.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z9.3	This undertaking shall not apply to –
Z9.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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;
Z9.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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;
Z9.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z9.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z9.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z10	<i>Employer's Step-in rights</i>

Z10.1	If the <i>Contractor</i> 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 <i>Project Manager</i> , the <i>Employer</i> , 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 subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z10.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z11	Liens and Encumbrances
Z11.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z12	Intellectual Property
Z12.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z12.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z12.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating, and maintaining the works
Z12.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z12.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z12.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z12.5.2	the use of the <i>Contractor's</i> Equipment, or
Z12.5.3	the proper use of the Works.
Z12.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z13	Dispute resolution:
Z13.1	Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z13.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z14 Notification of a compensation event

- Z14.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

Z15	BBBEE and Tax Clearance Certificates
Z15.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE and 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.
Z16	Communication
Z16.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z16.2	The <i>Project Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z17	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z17.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer 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

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-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 26 of the ECSC3 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 other Defined Cost is	10%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is	R excluding VAT [in words] [•] excluding VAT

C1.3 INSURANCE

The supplier must provide proof of cover for Public Liability insurance, for an indemnity limit not less than R25 000 (twenty-five thousand rands), before the purchased goods are delivered and installed.

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to: Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

*
.....
.....
.....
.....

* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____



C2 Pricing Data

C2.1 Pricing assumptions

Following is further to Pricing Instructions provided in the tender document:

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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 the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.



C2.2 Price List

Price must include all materials, labour, travel, overheads etc to complete the works.

Part 1: Supply, Delivery and Installation of Furniture for Power and Lighting Offices, Breakrooms and Boardrooms at CTIA

Item/ Service Description	Unit of Measure	Quantity	Unit Price	Total Price
Office Chairs Black ergonomic mesh, adjustable lumbar support, gas lift, 24-hour ergonomic sitting, adjustable arm rest	Each	62		
Boardroom chairs Black heavy-duty executive leather chairs, reinforced swivel and tilt mechanism, adjustable arm rest	Each	18		
Single Seater Couch – velvet	Each	4		
Singe Seater Couch – genuine leather	Each	4		
3-Seater Brown Genuine Leather Couch	Each	4		
Side table	Each	4		
Coffee table	Each	2		
Bar stools with adjustable height up to 0.8m – must be able to tuck under the high table	Each	12		
2m Backless Sherwood Wooden Bench with Steel or Wooden legs	Each	2		
Executive conference/boardroom table set	Sum	1		
Lockable smart (modern) office desks with pedestal drawers – luxury brown	Each	25		
Smart Executive desk with pedestal drawers and sliding door – Mohogany	Each	1		
Smart Executive desk with pedestal drawers and sliding door – Executive walnut	Each	1		
Wall Mounted White boards	Each	24		



AIRPORTS COMPANY
SOUTH AFRICA

Tripod/Easel Mounted White boards	Each	8		
Single door fridge – 272l black/metallic grey <i>With 190l fresh food compartment and 82l freezer compartment With A+ energy rating With built-in door lock with minimum 2 spare keys</i>	Each	1		
6-Seater dining table set (140cm diameter) <i>2- Round red oak 4-legged wooden dining table 12 - Red oak wooden chairs with brown or black genuine leather seat and back cushion</i>	Each	2		
Bar fridge <i>90l black/metallic grey With ultra-quiet compressor rated below 40dB or thermoelectric cooling. With a freezer compartment With A+ energy rating With built-in door lock</i>	Each	2		
Double door lockable wooden lockers with shelves	Each	58		
Double door lockable wooden filing cabinets with shelves	Each	22		
Mirrors (600mm x 800mm) wall mounted	Each	4		
Large plants with pots ZZ plant (indoor)	Each	4		
Small plants with pots <i>Peace Lilies</i>	Each	4		
2-in-1 10kg Commercial washing machine (wash and dry)	Each	1		
High table with leg rest bar and charging ports (USB, C-type, twin plug and 3-way plug)	Sum	1		
Password lockable key cabinet – wall mounted 600mm x 600mm	Each	2		
Executive display cabinets	Each	2		
Free Standing wooden Coat Hanger (6-hooks) – luxury brown oak wood	Each	6		
TOTAL Excl. VAT (Supply, Delivery and Installation of Furniture for Power and Lighting Offices, Breakrooms and Boardrooms at CTIA)	R			



Labour Rates and Mark-up

Any works Outside the scope of the contract as per will be charged at the labour rates below:

Item No.	Description	Normal Hours (R/hr.)	After Hours (Weekdays & Sat) (R/hr.)	Sun/Public H Hr. (R/hr.)
1	Site Manager / Site Supervisor			
2	Electrical Engineer			
3	OEM Specialist			
4	Electrical Technician			
5	Electrician			
6	Electrical Assistant			

Part 2

Contract Administration Costs

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Cost per item	Total cost
Contract Administration Costs:					
2	General Security Awareness training (GSAT)	Once off	4 personnel	R 960	R 2 880
3	Personal Permits	Annually	4 personnel	R 650	R 1 950
7	Safety File	Once off	1	R15,000	R 15,000
Total Contract Administration Costs (Excl. VAT)					R 19 830

- ACSA will only re-imburse permits for a maximum of 4 people for these works. Any extra personnel will be at the expense of the service provider.
- Permits are not paid for by ACSA upfront. The service provider pays for the permits and then submit claims invoice to ACSA for re-imbursement without markup.



Contract Price and Price Adjustment for inflation

The rates applicable to this contract will be listed as in the Bid submission returnable and as per the Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in the cost of labor. The labor content of the contract price, as declared in the Bid Price summary, shall be adjusted because of the increase or decrease in CPI



Mark-up (3rd party procured items/services)

Spares and sub-contracted work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, and contract management.

ACSA retains the right to procure parts of equal quality and standard if such goods or services can be procured at a lower cost and supply the same to the Contractor for fitment or use.

This will be used for any work including emergency work as per ACSA process.

Value of Items or Services per month	Mark up-percentage
R 0 – R5000	%
R5001 – R30000	%
R30001 – R100 000	%
R100 001 – R1 000 000	%
Over R 1 000 000	%

NB: Spares and sub-contracted work will be charged at a market related cost, plus mark-up. The mark-up percentage will be closely monitored before releasing payment.

Summary Pricing Schedule

Line	Description	Total
1	Supply, Delivery and Installation of Furniture for Power and Lighting Offices, Breakrooms and Boardrooms at CTIA	R
2	Contract administration costs	R 19 830.00
Total cost: Part 1 + Part 2 (Excl. VAT)		R
Total Cost (incl. VAT 15%) *This should be the same amount as the C1.1 Form of Offer and acceptance in the contract		R

C3: Scope of Work

C3.1 Works Information

Scope of work

- Removal and transportation of old furniture to ACSA identified storage unit.
- Conduct site visit, take measurements of the workstations for desks and bar tables.
- Present requested furniture samples for approval.
- Supply and deliver office chairs and couches.
- Supply, deliver and install workstations and boardroom desks.
- Supply, deliver and install high tables

KEY PERSONNEL

- The Key Personnel are Site Coordinator/Site Supervisor.
- Comprehensive CVs and supporting information/documentation must be provided.

1. Site Coordinator/Supervisor

The service provider shall appoint a Site Coordinator/Supervisor who will be accountable for overseeing the successful completion of the project, and that shall be available when required for any project-related engagements. Required proof shall be a detailed CV of the Site Coordinator/Supervisor detailing all similar projects that the Site Coordinator/Supervisor has managed in the past.

- a. **Site Coordination Experience** (Attach detailed CV clearly outlining experience in managing similar projects)

More than 5 projects	3 – 5 projects	Less than 3 projects
20	10	0

DETAILED DESIGN REQUIREMENTS

Site Conditions

General

2. Drawings

Drawing number	Revision	Title

3. Specifications

Office chairs requirements:

- Office chairs must be adapted to both the traditional office job and the modern equipment of information technology, especially to jobs at computer workstations.
- Office chairs must be conceived for forward and reclined sitting postures.
- The backrest should have an adjustable inclination. It should be possible to lock the backrest at any desired angle.
- A backrest height of at least 500 mm vertically above the seat surface is a necessity.
- The backrest must have a well-formed lumbar pad, which should offer good support to the lumbar spine between the third vertebra and the sacrum, for example at a height of 100 – 200 mm above the lowest point of the seat surface.
- The seat surface should measure 400 – 450 mm across and 380 – 420 mm from back to front. A slight cavity in the seat pan will prevent the buttocks from sliding forward. A light padding, about 20 mm thick, covered with non-slip, permeable material is a great aid to comfort.
- Office chairs must have footrests to avoid sitting with hanging feet.
- An office chair must fulfil all the requirements of a modern seat: adjustable height (380 – 540 mm), swivel, rounded front edge of the seat surface, castors at a five-arm base and user-friendly controls.

Office desks requirements:

- Desk heights: 740 mm – 780 mm
- Legroom: 680 mm wide, 690 mm high and 600 mm deep
- Thickness of table top: ≤ 30 mm
- Fitted with 3 lockable drawers
 - Top drawer (40cm * 10cm) fitted with compartments for stationery (pens, markers, staplers, staple removers, sticky notes, pins, and other office accessories)
 - Middle drawer (40cm * 20cm)
 - Bottom drawer (40cm * 30cm)

- Fitted with red charging points on the side (1* plug, 1* USB port 1* C-type port)
- Provision for holes (80mm diameter) to keep cables and chargers under the desk
- Main compartment with 2 shelves and lockable wooden sliding doors
- **Dimensions for different workstations**

Office	Length 1	Length 2	Width
1	183	226	60
2	97.2	242	74
3	384.5	290	73
4	186	258.5	74
5	241	191	75
6	180	125.2	72.4
7	180.5	125	72.5
8	179.5	255	74.5
9	256.5	172	67.4
10	125	180	72.5
11	230	150	75

Electrician's Table Requirements – must be wall mounted (built-in):

Table 1: 1.3m long

Table 2: 3.3m long

Table 3: 3m long

High Tables Requirements:

- Electricians Kitchen area:
 - Measurements: 4.7m (L) * 0.7m (W) * 10m (H)
 - Leg rest bar
 - 3 charging points (1*plug, 1*USB, 1*C-type) with attached cover

Single Seater Couch Requirements

- Pause Area:
 - 2* brown genuine leather couches
- Manager's offices:
 - 2 navy blue velvet couches
 - 2 dark grey velvet couches

3 – Seater Couch Requirements

- 3* Brown genuine leather couches

4. Constraints on how the *Contractor* Provides the Works

- It is important for the contractor to note that works will proceed during normal operating times, comprehensive planning is required to ensure minimal disruptions to the employees' daily duties.
- Any work that requires switching off the supply must be done strictly after hour works (23.30 or after last flight – 4am), with the approval of the Electrical Department and notification to be sent out at least 7 working days prior to switching off.

4.1 Meetings

The Contractor will be expected to attend meetings relating to project, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. 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 meetings. There will be minutes kept for this meeting for record purposes.

Regular meetings of a general nature may be convened and chaired by the Service Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Bi-weekly Monday at 10H00	Power and lighting offices	Employer and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

4.2 Use of standard forms

All NEC standard forms documents are applicable.

4.3 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 4930138393;
- The total Price for Work Done to Date which the *Contractor* has completed;
- 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;

Within 7 days after work completion, the Service Provider shall deliver original invoices to the Company in respect of the Services.

Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

Daily records

The Contractor shall keep accurate daily records of staff attendance, project work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, commissioning, examination, and any related incidents.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. Deliveries made
2. Installations done

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

All monthly record sheets, job cards, history reports etc will remain as ACSA property and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these monthly record sheets to ACSA Service Manager not later than the 7th day of every month. Failure to submit the monthly record sheets will result to any monies due to the contractor being held and low service damages initiated. Reoccurrence of this nature may lead to an immediate cancellation of the contract.

Format of communications

All documents will all be in a format as agreed with the Service Manager.

Incidents and Events Reports

In the event of any incident occurrence, the contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs.

4.5 BBEE and preferencing scheme

1-4 BEE

4.6 Facilities to be provided by the *Contractor*.

NOT APPLICABLE

4.7 Title to material from excavation and demolition

NOT APPLICABLE

4.8 Design by the *Contractor*

The contractor is to provide Employer with all designs and details of any changes done onsite in technical document and technical drawing format. The contractor design is to comply with applicable standards as listed above and issue CoC where applicable.

5. Requirements for the programme

The contractor is to provide to the employer, a project program with timelines. The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the equipment the contractor intends to use.

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

The Contractor shall provide everything else necessary for Providing the Service.

Item	Date by which it will be provided

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract.

1. Access limitations

The contractor access is limited to areas as prescribed by the employer and permit access is required. Unauthorised entry into substations is not allowed.

2. Ground conditions in areas affected by work in this contract

The scope of works does not include any ground works, any attachments will be done on the walls and or floor surface.

3. Hidden and other services within the *site*

N/A

4. Details of existing buildings / facilities which *Contractor* is required to work on

Offices and cubicles differ in size and layout, the contractor must ensure that the ordered furniture is suitable for the individual office or cubicle.

5. Site Conditions

Offices and cubicles differ in size and layout, the contractor must ensure that the ordered furniture is suitable for the individual office or cubicle.

1 Annexure D Furniture Visuals

Please note that the provided visuals are for illustration purposes only and are not up to scale. The actual products will be determined by the office and or cubicle layout.

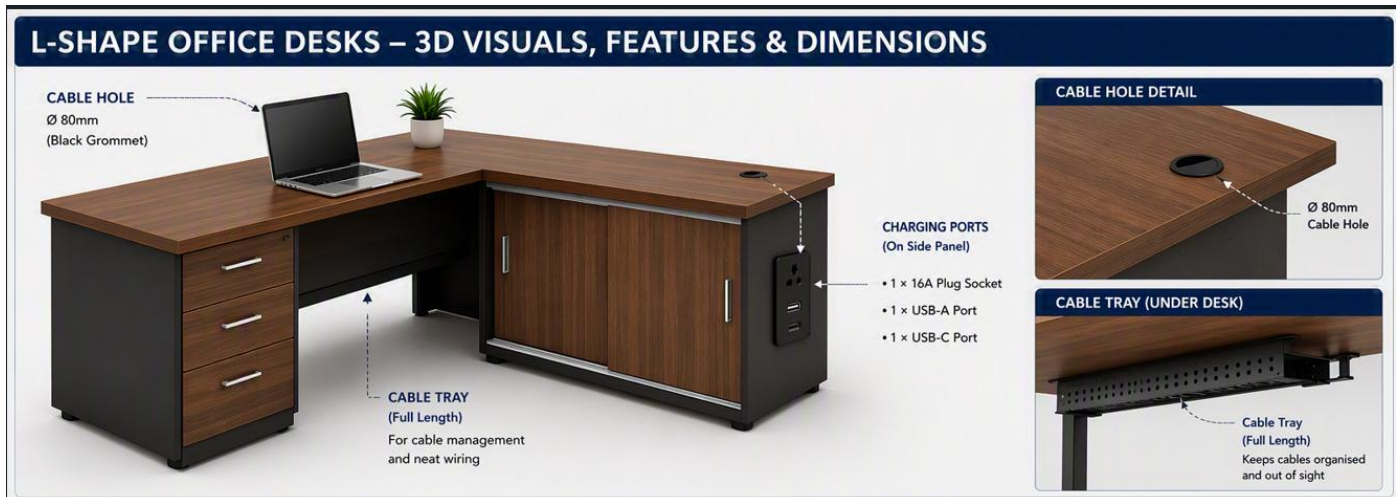


Figure 1: Office desks



Figure 2: Manager's Office Desk – to also have charging ports, cable hole and cable tray underneath



Figure 3:Boardroom table set



Figure 4: 1 seater couches



Figure 5: Electrician's office workstation



Figure 8: Coat hangers



Figure 6: 3 seater brown



Figure 6: Single seater brown