

NEC3 SUPPLY CONTRACT (SC)

A contract between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Kimberley Airport

(Reg No.: 1993/004149/30)

and

(Registration Number: _____)

**for Supply and delivery of Fuel for period of 12 Months at
Kimberley Airport**

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Documentation prepared by: Tlotlego Matlhare

C1 Agreements & Contract Data

C1.1 Form of Offer & Acceptance

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply and delivery of Fuel for period of 12 Months at Kimberley Airport

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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 amount due inclusive of VAT is	R
(in words)	

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 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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser 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 Purchaser 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 C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Price Schedule
- Part C3 Goods Information
- Part C4 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 Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser'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.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

for the **Airports Company South Africa SOC Limited**
Purchaser **Regional Airports Business Unit**
Riverwoods Office Park, Birches Building
24 Johnson Road
Bedfordview
2008

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Supplier* prior to contract award

Note:

1. 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 Purchaser 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 Purchaser 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 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

I. For the tenderer:

II. For the Purchaser

Signature

Name

Capacity

On behalf of

Name &
signature of
witness

Date

Airports Company South Africa SOC Ltd
Regional Airports Business Unit
Riverwoods Office Park, Birches Building
24 Johnson Road
Bedfordview
2008

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses	
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law
		X17: Low Performance Damages
		Z: Additional conditions of contract
	of the NEC Supply Contract, April 2013	
10.1	The <i>Purchaser</i> is:	Airports Company South Africa SOC Ltd., Reg no: 1993/004149/06, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Regional Airports Business Unit Riverwoods Office Park, Birches Building 24 Johnson Road Bedfordview 2008
10.1	The <i>Supply Manager</i> is:	Phiwe Nyati
	Address	Kimberley Airport ACSA Administration Office Comp Patterson Diskobolos Kimberley 8300
	Tel	053 830 7100
	e-mail	Phiwe.Nyati@airports.co.za
11.2(13)	The <i>goods</i> are	Supply and delivery of fuel for period of 12 Months at Kimberley Airport (Refer to section C3 for details)
11.2(13)	The <i>services</i> is	Supply and delivery of fuel for period of 12 Months at Kimberley Airport . (Refer to section C3 for details)

AIRPORTS COMPANY
SOUTH AFRICA

11.2(14) The following matters will be included in the Risk Register

11.2(19) The Goods Information is in **Part 3: Goods Information.**

12.2 The *law of the contract* is the law of **the Republic of South Africa**

13.1 The *language of this contract* is **English**

13.3 The *period for reply* is **5 working days**

2 The Supplier's main responsibilities Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

31.2 The *starting date* is **To be advised**

32.2 The *Supplier* submits revised programmes at intervals no longer than **Four (4) weeks**

35.1 The *Purchaser* is not willing to take over the works before the Completion Date.

4 Testing and Defects

42.2 The *defects date* is **2 weeks after Delivery**

43.2 The *defect correction period* is **1 week**

43.2 The *defect access period* is **1 week**

5 Payment

50.1 The *assessment interval* is **the 25th working day of each successive month.**

51.1 The *currency of this contract* is the **South African Rand (ZAR).**

51.2 The period within which payments are made is **30 days from date of invoice.**

51.4 The *interest rate* is **(i) The publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by Nedbank Bank of South Africa, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.**

6 Compensation events

7 Title There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

THE SUPPLIER'S TOTAL DIRECT LIABILITY TO THE PURCHASER FOR ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, OTHER THAN THE EXCLUDED MATTERS, IS LIMITED TO THE TOTAL OF THE PRICES AND APPLIES IN CONTRACT, TORT OR DELICT AND OTHERWISE TO THE EXTENT ALLOWED UNDER THE LAW OF THE CONTRACT.

THE EXCLUDED MATTERS ARE AMOUNTS PAYABLE BY THE SUPPLIER AS STATED IN THIS CONTRACT FOR:

- LOSS OF OR DAMAGE TO THE PURCHASER'S PROPERTY,
 - DELAY DAMAGES,
 - DEFECTS LIABILITY,
 - INSURANCE LIABILITY TO THE EXTENT OF THE SUPPLIER'S RISKS
 - LOSS OF OR DAMAGE TO PROPERTY (OTHER THAN THE WORKS, PLANT AND MATERIALS),
 - DEATH OF OR INJURY TO A PERSON;
 - DAMAGE TO THIRD PARTY PROPERTY; AND
- INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT.

- The *end of liability date* is .5 (FIVE). years after Delivery of the whole of the *goods and services*.

8	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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10 Data for Option W1

W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
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Panel of Adjudicators

<i>Name</i>	<i>Location</i>	<i>Contact details (phone & e mail)</i>
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 ryneke@duma.nokwe.co.za

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The person appointed jointly by the parties from the list of adjudicators contained below
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Panel of Adjudicators

<i>Name</i>	<i>Location</i>	<i>Contact details (phone & e mail)</i>

AIRPORTS COMPANY
SOUTH AFRICA

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

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).**

The place where arbitration is to be held is **Johannesburg, South Africa.**

The person or organisation who will choose an arbitrator **The Chairman of the Johannesburg Advocates Bar Council.**

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

11 Data for secondary Option clauses

X2 Changes in the law **There is no data required for this secondary option.**

X17 Low performance damages

X17 Delay damages for late delivery of the **R 4,000.00 per day**
goods are:

Delay damages for late delivery of the **R 6,000.00 per day**
services are:

The total delay damages payable by the **The total of the prices**
Supplier is limited to:

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

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

Z2 The Supplier's responsibilities:

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

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

Z5 Termination

Z5.1

Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Supplier* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Supplier*.

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

Z9 Joint and several liability

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

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

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

Z10 Ethics

Z10.1 The *Supplier* undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Purchaser</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Supplier's</i> breach of this clause constitutes grounds for terminating the <i>Supplier's</i> obligation to Provide the Goods or taking any other action as appropriate against the <i>Supplier</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Supplier</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>Purchaser</i> , the <i>Purchaser</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.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Supplier</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>Supply Manager</i> or the <i>Purchaser</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Supply Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Supplier</i> for the purposes of the implementation of this agreement. The <i>Supplier</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;
Z11.3.2	Information which the <i>Supplier</i> is required by law to disclose, provided that the <i>Supplier</i> notifies the <i>Purchaser</i> prior to disclosure so as to enable the <i>Purchaser</i> to take the appropriate action to protect such information. The <i>Supplier</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;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Goods and after Completion, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i>
Z11.5	The <i>Supplier</i> ensures that all his Sub Suppliers abide by the undertakings in this clause.
Z12	<i>Purchaser's</i> Step-in rights
Z12.1	If the <i>Supplier</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>Supply Manager</i> , the <i>Purchaser</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 sub-Supplier or supplier of the <i>Supplier</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Supplier</i>

AIRPORTS COMPANY
SOUTH AFRICA

Z12.2 The *Supplier* co-operates with the *Purchaser* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Supplier* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Supply Manager* to achieve this end.

Z14 Intellectual Property

Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Goods.

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

Z14.3 The *Supplier* gives the *Purchaser* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the *Supplier* is to be obtained before the *Supplier's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Supplier's* IP available to any third party the *Purchaser* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Purchaser* would use to protect its IP

Z14.5 The *Supplier* shall indemnify and hold the *Purchaser* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z14.5.1 the *Supplier's* design, manufacture, construction or execution of the Goods

Z14.5.2 the use of the *Supplier's* Equipment, or

Z14.5.3 the proper use of the Goods.

Z14.6 The *Purchaser* shall, at the request and cost of the *Supplier*, assist in contesting the claim and the *Supplier* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za

appoints an *Adjudicator* listed in the Panel of Adjudicators below

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

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555

		sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z17 Notification of a compensation event

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

Z18 BBEE and Tax Clearance Certificates

- Z18.1** The *Supplier* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate . Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

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

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

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

Z20 Delegation

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

- Z20.1** As part of this contract the *Supplier* acknowledge that it (mandatory) is an 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.

Part two - Data provided by the *Supplier*

Clause	Statement	Data						
10.1	The <i>Supplier</i> is (Name): Address: Telephone No. Fax No.							
11.2(1)	The Accepted Plan is							
11.2(6)	The <i>delivery date</i> for the <i>goods</i> and <i>services</i> is							
	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: left;"><i>goods and services</i></th><th style="text-align: left;"><i>delivery date</i></th></tr></thead><tbody><tr><td>Supply and delivery of fuel for period of 12 Months at Kimberley Airport</td><td></td></tr><tr><td></td><td></td></tr></tbody></table>	<i>goods and services</i>	<i>delivery date</i>	Supply and delivery of fuel for period of 12 Months at Kimberley Airport				
<i>goods and services</i>	<i>delivery date</i>							
Supply and delivery of fuel for period of 12 Months at Kimberley Airport								
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in	Part 3: Goods Information						
11.2(12)	The <i>price schedule</i> is in	Part 2: Price Schedule						
	The tendered total of the Prices is							
		(in words)						

11.2(14) The following matters will be added to the Risk Register **1**

2

52.1 The *percentage for overheads and profit* added to the Defined Cost is

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993) & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organisation:

AIRPORTS COMPANY SOUTH AFRICA

Physical Address:

Airports Company South Africa SOC Limited

Regional Airports Business Unit

Riverwoods Office Park, Birches Building

24 Johnson Road

Bedfordview

2008

Hereinafter referred to as "Client"

Name of organisation:

Physical Address:



Hereinafter referred to as “the Mandatary/ Principal Contractor”



MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date



SIGNATURE ON BEHALF OF MANDATARY

DATE

(Warrant his authority to sign)

SIGNATURE ON BEHALF OF THE CLIENT

DATE

AIRPORT COMPANY SOUTH AFRICA

C2.1 Pricing assumptions

Guidance before pricing and measuring

Purchasers preparing tenders or contract documents, and tendering Suppliers are advised to consult the sections dealing with the Price Schedule for the NEC3 Supply Contract (April 2013) Guidance Notes before preparing the Price Schedule or before entering rates and lump sums thereto.

The NEC approach assumes use will be made of method related charges for Equipment applied to Delivering the goods and services based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the installation phase.

The P & G section of the bill is not used for the assessment of compensation events.

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Supplier* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the Price Schedule.

The quantities contained in the Price Schedule may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the Price Schedule are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Goods Information.

C2.2 The Price Schedule

All amounts to be entered exclusive of VAT

Item No	Description	UOM	QTY	Unit Price	Total Price
01	Diesel 50 PPM for Generator's	Litre	12000		
02	Diesel 50 PPM for 2 Vehicle (CTP 020 NC and CTP 021 NC)	Litre	3000		
03	Diesel 50 PPM for Grass Cutting Equipment (Tractor's)	Litre	1000		
04	Unleaded 95 Petrol for Grass Cutting equipment's (Weed Eaters etc)	Litre	100		
05	VAT @ 15%				
06	TOTAL				

C3.1 *Purchaser's* Goods Information

Description of the *goods* and *services*

Employer's objectives

The purpose of this tender is to source the service provider to supply fuel for the period of 12 months, the client (Airports Company South Africa) will send their employee's when is needed to refill at the service provider depot. The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

- **Description of the service**

The scope of work entails appointing of the suitable contractor who comply with petroleum laws and legislation for the period of 12 months to supply Kimberley Airport maintenance and engineering with fuel when it is required. Kimberley Airport will only send its employee to the service provider depot to refill only when it is needed.

The successful contractor will be responsible for the following

- Kimberley Airport employees will go to the service provider depot to refill only when it is needed on a monthly basis using 2 Bakkies with the registration of CTP 020 NC and CTP 021 NC.
- The Airport will also refill using Drums for generator's when it is required on a monthly basis.
- The fuel price must be constant for the whole period of the contract.
- Kimberley Airport must always get the fuel when they send their employee to refill at the service provider depot and a delivery note signed by both the contractor and Acsa employee must be given as proof that the amount of fuel was given to Kimberley Airport.
- Only 2 Bakkies from the Kimberley Airport with the registration of CTP 020 NC and CTP 021 NC must be refill when is required.
- Kimberley Airport employees can come with any ACSA vehicle to refill the drums at the contractor depot.

Extent of the works

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

Location of the works

The Works will be outside of the Airport and the service provider must be located around Kimberley. It is crucial for the Contractor to note that Kimberley Airport is a National Key Point and governed as such.

Overview of the Works

The Supplier undertakes to supply and deliver the quantity of Fuel Oil, with effect from the Starting date of this contract and for the Contract Period per the terms of this Agreement, as and when required Supply and delivery of Fuel for period of 12 Months at Kimberley Airport



Interpretation and terminology

The following abbreviations are used in this Goods Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
Kim	Kimberley Airport
OHS ACT	Occupational Health and Safety Act
PO	Purchase Order
RSA	Republic of South Africa
UOM	Unit of Measure

Invoicing and payment

Within two days of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Supplier* shall address the tax invoice to the following Address,

Airports Company South Africa SOC Limited

Kimberley Airport

Comp Patterson RD

Diskobolos

Kimberley

8301

and include on each invoice the following information:

Name and address of the *Supplier* and the *Supply Manager*;

The contract number and title;

Supplier's VAT registration number;

The *Purchaser's* VAT registration number 4930138393;

Description of item's to delivered *Supply Manager's* certificate;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Quote PO number as a reference

The *Supplier* should arrange with ACSA's finance department for making all payments electronically.

Invoices should be submitted via email to Tlotlego.Matlhare@airports.co.za

Scope of Work

Document reference	Title	
	This cover page	
C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	



Disposal

Not applicable.



Completion

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the *Supplier* shall have supplied all fuel as requested by Kimberley Airport. The *Project Manager* cannot certify Completion until all fuel is delivered as listed below table has been delivered and is also free of Defects which would have, in his opinion, prevented the *Purchaser* from using the *works* and Others from doing their work.

Item No.	Description	To be completed by
1	12000 Litres of Diesel 50 PPM for Generator's	
2	3000 Litres of Diesel 50 PPM for 2 Vehicle (CTP 020 NC and CTP 021 NC)	
3	1000 Litres of Diesel 50 PPM for Grass Cutting Equipment (Tractor's)	
4	100 Litres of Unleaded 95 Petrol for Grass Cutting equipment's (Weed Eaters etc)	



C3.2 *Supplier's* Goods Information

The Supplier is to provide details fuel to be delivered.