

NEC3 Supply

Short Contract (SSC3)

A contract between Airports Company South Africa SOC Limited

and

for the Supply and delivery of sixteen (16) Airport Trolley Movers and eight
(8)Chargers

Contents:	Page No.
Part C1 Agreements & Contract Data	2
C1.1 Form of Offer and Acceptance	5
C1.2 Contract Data provided by the <i>Purchaser</i>	9
C1.2 Contract Data provided by the <i>Supplier</i>	
Part C2 Pricing Data	10
C2.1 Pricing assumptions	12
C2.2 Price Schedule	
Part C3 Goods Information of Work	15
C3.1 Goods Information	

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Airport Trolley Movers and Chargers

The tenderer, identified in the signature block below, has

<i>either</i>	The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The total offered amount due inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the Contract Data.

**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 Supplier 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Goods 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 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, 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 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

(Insert name and address of organisation)

Purchaser Airports Company South Africa SOC Limited

Name & _____ Selected Option 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 Purchaser 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 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.

For the Supplier:

For the Purchaser

Signature

_____ **Airports Company South Africa SOC Ltd**

Name

Capacity

On behalf of (Insert name and address of organisation)

Date

Name &
signature
of witness

C1.2 Contract Data

Data provided by the *Purchaser*

The Conditions of Contract are selected from the NEC3 Supply Short Contract (Third edition of April 2013 published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies. (Telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Short Supply Contract which requires it.

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name):	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Private Bag X1 OR Tambo International Airport 1627
	Tel No.	
	E-mail address	
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	Airport trolley movers and chargers.
12.2	The <i>law of the contract</i> is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.2	The <i>period for reply</i> is	4 weeks
15.1	The <i>premises</i> are	OR Tambo International Airport 01 Jones Road Kempton Park 1627
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	No
30.1	The <i>starting date</i> is.	Upon signing of the contract by ACSA
41.1	The <i>defects date</i> is	156 weeks after Delivery.
42.2	The period for the correction of Defects after Delivery is	4 weeks
50.1	The <i>assessment day</i> is the	25th of each month.
51.2	The interest rate on late payment is	0.1% per complete week of delay.
84.1	The <i>Purchaser</i> provides this insurance	None.
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	No liability.

86.2 The *Supplier* is not liable to the *Purchaser* **USD 5,000 for any one event.** for loss of or damage to the *Purchaser's* property in excess of

93.1 The *Adjudicator* is (Name) **to be jointly appointed by the *Purchaser* and the *Supplier* in terms of the *NEC Adjudicator's Contract* when a dispute arises.**

93.1 The *Adjudicator* is (Name) **the person selected by the Parties or if agreement is not reached between them within two weeks of the one Party requesting the other to select the *Adjudicator*, the person nominated by the *adjudicator nominating body*.**

93.2(2) The *Adjudicator nominating body* is: **the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za)**

The place where adjudication is to be held is: **Johannesburg, South Africa**

93.4 The *tribunal* is: **arbitration.**

If the *tribunal* is arbitration, the arbitration procedure is **The latest edition of the Arbitration Foundation of Southern Africa ("AFSA") commercial rules published by AFSA or its successor body.**

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

- The person or organisation who will choose the Chairperson for the time being of the an arbitrator **Arbitration Foundation of Southern Africa**
- if the Parties cannot agree a choice or **("AFSA") or its successor body or his nominee.**
 - if the arbitration procedure does not state who selects an arbitrator, is

11.1 The **conditions of contract** are the **NEC3 Supply Short Contract (April 2013)** and the following **additional conditions.**

Z Additional Conditions of Contract

Additional general provisions	Z1	
Concessions, waiver of actions	Z1.1	Any extension, concession, waiver, or relaxation of any action stated in this contract given by either Party, the <i>Purchaser's</i> representative, 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 the agreement in writing.
Cession, delegation, and assignment	Z1.2	The <i>Supplier</i> shall not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .
Provision of a Tax Invoice	Z2	

	Z2.1	Within one week of receiving a payment certificate the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice showing an amount due for payment equal to that stated in the payment certificate.
	Z2.2	The <i>Supplier</i> shall comply with the <i>Purchaser's</i> invoicing procedures.
Ethics	Z3	
	Z3.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Supplier</i> which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract 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).
	Z3.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Goods if the <i>Supplier</i> (or any member of the <i>Supplier</i> where the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Purchaser</i> or other people or organisations and including in circumstances where the <i>Supplier</i> or any such member is removed from the approved vendor data base of the <i>Purchaser</i> as a consequence of such practice.
	Z3.3	If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Purchaser</i> to Provide the Goods in addition to the amounts due in terms of core clause 92.1.
Joint Several Liability	Z4	
	Z4.1	If the <i>Supplier</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>Purchaser</i> for the performance of the contract; - these persons notify the <i>Purchaser</i> of their leader who has authority to bind the <i>Supplier</i> and each of these persons; and - the <i>Supplier</i> does not alter its composition or legal status without the consent of the <i>Purchaser</i>.
Purchaser's Step-in rights	Z5	

	Z5.1	If the <i>Supplier</i> defaults and does not put the default right after having been required to do so by written notice from the <i>Purchaser</i> (within a reasonable period determined by the <i>Purchaser</i>), the <i>Purchaser</i> , without prejudice to its other rights, powers and remedies under the contract, is entitled to remedy the default either himself or via Others (which for this purpose includes any Sub Supplier or any supplier of the <i>Supplier</i>), and the reasonable costs of doing so is for the account of the <i>Supplier</i> . The <i>Supplier</i> co-operates with the <i>Purchaser</i> and facilitates and permits the use of all required information, materials and other matter (including drawings, CAD materials, data, designs, specifications and calculations) which have been or are at any time prepared by or on behalf of the <i>Supplier</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>Purchaser</i> to achieve this end.
Multiple Currencies	Z6	
	Z6.1	The currency of this contract is the rands (R).

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

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)¹ 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 SSC3 Guidance Notes and Flow Charts.

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

10.1	The <i>Supplier</i> is (Name): Address Tel No. E-mail address	
11.2(4)	The <i>delivery date</i> is	6 months from the <i>starting date</i>.
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	%

¹ Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 011 803 3009.

C2 Pricing Data

C2.1 Pricing assumptions

PREAMBLE

1. The Conditions of Contract, the Goods Information and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The Price Schedule covers the items that will be measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities, and rates of his / her own choosing in the said schedule as a separate line item.
3. The Price Schedule as completed by the Tenderer shall be inclusive prices (excluding VAT) and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
4. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, marking, testing and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the contractual conditions.
5. The Prices shall mean the CIF value.
6. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
7. Variations in the Goods Information shall be allowed to meet the *Purchaser's* requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
8. All quantities are provisional and shall be expended as directed in writing by the Purchaser's representative and any balance remaining shall be deducted from the amount of the contract sum.
9. The *Supplier* shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

10. Please note that only items contained in the **Price Schedule** are recoverable.
11. Where there is a discrepancy between the amounts in figures and the amount in words stated in the Offer, the amount in words shall govern.

PART C2: PRICING DATA

C2.1 SSC3 PRICING ASSUMPTIONS

12. If there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected.
13. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
14. Where there is an error in the total of the prices either as a result of other corrections or in the *Supplier's* addition of prices, the total of the prices shall govern and the *Supplier* will be asked to revise selected item prices and/or their rates to achieve the tendered total of the prices.
15. Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer.
16. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.
17. If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.
18. The rates and Prices entered for each item includes for all work and other things necessary to Supply the item.

--

PART C2: PRICING DATA

C2.1 SSC3 PRICING ASSUMPTIONS

C2.2 Price Schedule

Fixed quantity of Trolleys & Chargers

Item no.	Description	Unit	Quantity	Price per Unit	Total
1	Luggage Trolley Mover with coupler yoke for (wanzl & expresso luggage trolleys) ➤ Including all required Maintenance and Operating Manuals	Each	16		
2	Portable Chargers	Each	8		
3	Forward Cover (Only in the case where any portion of the goods to be delivered are imported)	Each	1		
4	Training of On-site Maintenance Staff (ACSA-employed Maintenance Contractor) AND Operation Staff ➤ To certify them to maintain the equipment ➤ To certify them to train trolley mover operators	Once -off	1		
5	Other				

Total of the Prices (excl. VAT)

C3: Goods Information

1. Description of the goods

Design, manufacture, testing, and delivery of airport trolley movers.

Goods	Purpose	Details
Trolley Mover	Motor	1.5 HP /1.75 Hp 4 pole drive motor
	Battery Battery Life	36v 120Ah 12 hours Continuous Output
	Translaxle	Heavy duty with superior bearings and gears
	Brakes	Automatic
	Steering	Right hand Throttle
	Wheels	2 x 16inch solid tyre on front with swivel castor on rear
	Safety features	Emergency stop button, automatic deceleration when not driving forward, automatic parking brake, strobe light, warning horn
Charger	16 Amp 36VDC Smart Charger.	

2. Specifications

2.1 Provision of the Goods

The *Supplier* represents and ensures that he possesses the necessary experience, qualifications, registrations, licenses, equipment, organisation, and financing to supply the goods as outlined in this contract.

The *Supplier* represents and ensures that he is always fully experienced, properly qualified, registered, licensed, equipped, organised, and financed to supply the goods as per the terms of this contract

Except to the extent otherwise expressly stated in this contract:

- 1.1 the *Supplier* is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the *Supplier* is considered to have satisfied himself as to the precise nature and exact location of the where the *goods*, the type of equipment and facilities and other items and matters required to Provide the Goods (and the *Supplier's* failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Goods and he is not by reason thereof entitled to any extension of the Delivery Date, adjustment to the Prices or other compensation); and
- 1.3 the *Employer* is not responsible for the failure of the *Supplier* to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions

affecting his performance, it being recognized that the *Employer* provided the *Supplier* sufficient opportunity to ask the *Employer* for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Goods.

3. Compliance with Laws

The *Supplier* keeps himself fully informed of and complies with all laws which apply to the *goods* and to Providing the Goods (including laws which apply to persons employed to Provide the Goods). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders, and decrees of government or other legally constituted public authority and the common law.

4. Compliance with Codes & Standards

The *goods* comply with the codes and standards stated in the Goods Information. To the extent not stated, the *goods* comply with internationally recognised codes and standards which are accepted by the *Employer*.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Goods Information, and unless otherwise instructed by the *Employer*, the more onerous one takes precedence; provided always that the *goods* comply as a minimum and in any event, with applicable law and mandatory national codes, standards and guidelines.

3. Constraints on how the *Supplier* Provides the Goods

The *Purchaser* imposes no restrictions on the method by which the *Supplier* Provides the Goods.

4. Requirements for the programme

The *Supplier* submits a project schedule in MS Project or Excel within two weeks of the project *starting date*. The schedule shall include, at minimum, the following information:

1. Starting date
2. Submission of quality control plan
3. Approval of quality control plan
4. Commencement of production
5. Completion of production
6. Factory acceptance
7. Transportation to the designated port
8. Shipping
9. Arrival at airport
10. Final inspection of goods
11. Project closeout

The provided schedule should clearly outline the timeline and sequence of activities related to the project delivery.

5. Goods and other things provided by the *Purchaser*

The *Purchaser* will NOT provide any goods and other things.

6. Supply requirements

2 **Delivery place**

The *goods* shall be delivered to the O.R Tambo International Aiport).

3 **Containers**

The *goods* shall be transferred to the *Purchaser* packed in the shipping containers. The shipping containers will not be returned.

4 **Unloading of the *goods***

The unloading of the *goods* at designated airports shall be carried out by the supplier.