



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: Tender Reference Number **PEA7053/2022/RFP**

TITLE OF PROJECT: the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer

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

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Chief Dawid Stuurman International Airport**

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

(Registration Number: \_\_\_\_\_)

for **the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer**

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**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

The Purchaser, identified in the acceptance signature block, wishes to enter into a contract for the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer.

The Supplier, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

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

The offered total of the prices (**INCLUSIVE OF VAT**) is:

(In words); (in figures)

*(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)*

**for the Supplier**

Signature ..... Date .....

Name ..... Capacity .....

(Name and address of organisation) .....

.....

Name and signature of witness .....

This offer may be accepted by the Purchaser by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the contract data.

**Acceptance**

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the Supplier’s offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Supplier’s offer shall form an agreement between the Purchaser and the Supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data and Price List  
Part C3: Goods Information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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.

**for the Purchaser**

Signature ..... Date .....  
Name ..... Capacity .....

Airports Company South Africa,  
  
Chief Dawid Stuurman International Airports  
Administrator Office, Aeropark Office Complex, Block A, 1st Floor, Allister Miller Drive,  
Walmer, Eastern Cape, South Africa  
P O Box 5787, Walmer, Gqeberha, South Africa, 6065

Name and  
signature  
of witness ..... ..

**Schedule of Deviations**

1 Subject .....  
Details .....  
.....  
.....  
.....  
.....  
2 Subject .....  
Details .....  
.....

.....  
.....  
3 Subject .....  
    Details .....  
    .....  
    .....  
    .....  
4 Subject .....  
    Details .....  
    .....  
    .....  
    .....  
5 Subject .....  
    Details .....  
    .....  
    .....  
    .....

By the duly authorised representatives signing this agreement, the Purchaser and the Supplier agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**CONTRACT DATA**

**Part one – Data provided by the Purchaser**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**Statements given in all contracts**

1 General

- The *conditions of contract* are the core clauses and the clauses for Options:
  - X1 Price Adjustment for Inflation
  - X2 Changes in the law
  - X17 Low Performance Damages
  - X 20 Key Performance Indicators
  - Z Additional conditions of contract

of the NEC3 Supply Contract April 2013.

- The *goods* are  
.....
- The *services* are  
.....
- The *Purchaser* is
  - Name **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
  - Address . Administrator Office, Aeropark Office Complex, Block A, 1st Floor, Allister Miller Drive, Walmer, Eastern Cape, South Africa
  - P O Box 5787, Walmer, Gqeberha, South Africa, 6065].

The *Supply Manager* is

Name .....

Address .....

.....

- The *Adjudicator* is  
THE PERSON APPOINTED JOINTLY BY THE PARTIES FROM THE LIST OF ADJUDICATORS
- The Goods Information is in

**PART C3**

- The Supply Requirements as part of the Goods Information is in  
..[REFERENCE TO CORRECTLY AS IN PART C3] .....
- The *language of this contract* is ..... **ENGLISH** .....
- The *law of the contract* is the law of . . . **THE REPUBLIC OF SOUTH AFRICA** .....

- The *period for reply* is ..... **7 CALENDAR DAYS** .....
- The *Adjudicator nominating body* is .... **THE CURRENT CHAIRMAN OF THE JOHANNESBURG ADVOCATE'S BAR COUNCIL**
- The *tribunal* is ..... **ARBITRATION** ...
- The following matters will be included in the Risk Register  
 ..... **[INSERT RISK ITEMS]** .....  
 .....  
 .....  
 .....

3 Time

- The *starting date* is .....  
 The *Supplier* submits revised programmes at intervals no longer than 2 weeks.

4 Testing and Defects

- The *defects date* is 24 weeks after Delivery.
- The *defect correction period* is ..... weeks except that
  - The *defect correction period* for ..... is ..... weeks
  - The *defect correction period* for ..... is ..... weeks.
- The *defect access period* is ..... days except that
  - The *defect access period* for ..... is .....
  - The *defect access period* for ..... is .....

5 Payment

- The *currency of this contract* is the ... **ZAR** .....
- The *assessment interval* is ..... weeks (not more than five).
- The *interest rate* is .... **THE PRIME LENDING RATE OF THE NEBANK, AS DETERMINED FROM TIME TO TIME.**

8 Risks, liabilities, indemnities and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is  
 ..... **REFER TO PART C1.3.** .....
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract for any one event is  
 ..... **REFER TO PART C1.3** .....
- The *Supplier's* liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is limited to ... **NIL – NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL OR INDIRECT LOSS.** .....
- For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to ..... **REFER TO PART C1.3** .....
- The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to ..... **THE TOTAL OF THE PRICES** .....

The *Supplier's* total liability to the *Purchaser* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:

**THE CONTRACTOR'S TOTAL DIRECT LIABILITY TO THE EMPLOYER 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 CONTRACTOR AS STATED IN THIS CONTRACT FOR:**

- **LOSS OF OR DAMAGE TO THE EMPLOYER'S PROPERTY,**

- DELAY DAMAGES,
- DEFECTS LIABILITY,
- INSURANCE LIABILITY TO THE EXTENT OF THE CONTRACTOR'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*.

**Optional statements**

**If the *tribunal* is arbitration**

- The *arbitration procedure* is . . . . .
- The place where arbitration is to be held is  
 . . . . **JOHANNESBURG** . . . . .
- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the *arbitration procedure* does not state who selects an arbitrator is  
 . . . **THE CHAIRMAN OF THE JOHANNESBURG ADVOCATES BAR COUNCIL** . . .

**If the Purchaser is to state the *delivery date* of the *goods and services***

- The *delivery date* of the *goods and services* is  
*goods and services* . . . . . *delivery date*  
 . . . . .  
 . . . . .

**If no programme is identified in part two of the Contract Data**

- The *Supplier* is to submit a first programme for acceptance within . . . . . weeks of the Contract Date.

**If the *Supplier* is not to bring the *goods* to the Delivery Place more than one week before the Delivery Date**

- The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.

**If the period in which payments are made is not three weeks**

- The period within which payments are made is . . . **30 DAYS** . . . . .

**If there are additional *Purchaser's* risks**

- These are additional *Purchaser's* risks
  - 1 . . . . .
  - 2 . . . . .
  - 3 . . . . .

**If the *Purchaser* is to provide any of the insurances stated in the Insurance Table**

- The *Purchaser* provides these insurances from the Insurance Table
  1. Insurance against . . . . . **SEE PART C1.3.** . . . . .  
 Cover/indemnity is . . . . .  
 The deductibles are . . . . .
  2. Insurance against . . . . .  
 Cover/indemnity is . . . . .

The deductibles are .....

**If additional insurances are to be provided**

- The *Purchaser* provides these additional insurances
  1. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....
  2. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....
- The *Supplier* provides these additional insurances
  1. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....
  2. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....

**If Option X1 is used**

- The proportions used to calculate the Price Adjustment Factor are
 

proportion	prepared by
0. .... linked to the index for .....	.....
0. ....	.....
0. ....	.....
0. ....	.....
0. ....	.....
0. ....	.....
0. .... non-adjustable	.....
1.00	
- The *base date* for indices is .....

**If Option X3 is used**

- The *Purchaser* will pay for the items or activities listed below in the currencies stated
 

items and activities	other currency	total maximum payment in the currency
.....	.....	.....
.....	.....	.....
.....	.....	.....
- The *exchange rates* are those published in .....  
on ..... (date).

**If Option X7 is used**

- Delay damages for Delivery are
 

Delivery of	amount per day
.....	.....
.....	.....
.....	.....

**If Option X13 is used**

- The amount of the performance bond is .....



**If Option X17 is used**

- The amounts for low performance damages are  
amount                      performance level  
.....                      for .....
- .....                      for .....
- .....                      for .....
- .....                      for .....

**If Option X20 is used (but not if Option X12 is also used)**

- The *incentive schedule* for Key Performance Indicators is in .....
- A report of performance against each Key Performance Indicator is provided at intervals of ..... months.

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**Z        The Additional conditions of Z1 – Z20 contract are**

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**Amendments to the Core Clauses**

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**Z1        Interpretation of the law**

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**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.

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**Z2        The Supplier’s responsibilities:**

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**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.

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**Z5        Termination**

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**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”.**

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**Amendment to the Secondary Option Clauses**

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**Z7        Limitation of liability:**

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**Additional Z Clauses**

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**Z8 Cession, delegation and assignment**

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- Z8.1** The *Supplier* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Supplier*.
- Z8.2** The *Purchaser* may cede and delegate its rights and obligations under this contract to any person or entity.
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**Z9 Joint and several liability**

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- Z9.1** If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Purchaser* for the performance of the Contract.
- Z9.2** The *Supplier* shall, within 1 week of the Contract Date, notify the *Supply Manager* and the *Purchaser* of the key person who has the authority to bind the *Supplier* on their behalf.
- Z9.3** The *Supplier* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Purchaser*.
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**Z10 Ethics**

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- Z10.1** The *Supplier* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Purchaser* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Supplier's* breach of this clause constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods or taking any other action as appropriate against the *Supplier* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z10.3** If the *Supplier* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Purchaser*, the *Purchaser* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2., the amount due on termination is A1.

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**Z11 Confidentiality**

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**Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Supplier* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Supply Manager* or the *Purchaser*, which consent shall not be unreasonably withheld.

**Z11.2** If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Supply Manager*.

**Z11.3** This undertaking shall not apply to –

**Z11.3.1** Information disclosed to the employees of the *Supplier* for the purposes of the implementation of this agreement. The *Supplier* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

**Z11.3.2** Information which the *Supplier* is required by law to disclose, provided that the *Supplier* notifies the *Purchaser* prior to disclosure so as to enable the *Purchaser* to take the appropriate action to protect such information. The *Supplier* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

**Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time);

**Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Goods and after Completion, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*

**Z11.5** The *Supplier* ensures that all his SubSuppliers abide by the undertakings in this clause.

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**Z12 Purchaser's Step-in rights**

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**Z12.1** If the *Supplier* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Supply Manager*, the *Purchaser*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subSupplier or supplier of the *Supplier*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Supplier*

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

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**Z14 Intellectual Property**

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

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

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

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

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

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

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

**Z14.5.3** the proper use of the Goods.

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

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**Z16 Dispute resolution:**

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**Z16.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

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**Z16.2 Appointment of the Arbitrator**

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

Panel of Arbitrators

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

**Z17 Notification of a compensation event**

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

**Z18 BBEE and Tax Clearance Certificates**

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

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**Z19      Communication**

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

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

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

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**Z20      Delegation**

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

**Z20.1**      As part of this contract the *Supplier* acknowledge that it (mandatory) is an Purchaser in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

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**Part two – Data provided by the *Supplier***

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**Statements given in all contracts**

- The *Supplier* is
  - Name .....
  - Address .....
- The following matters will be included in the Risk Register
  - .....
  - .....
  - .....
- The *percentage for overheads and profit* added to the Defined Cost is ..... %.
- The *price schedule* is in .....
- The tendered total of the Prices is ..... (in words)
- .....

**Optional statements**

**If the *Supplier* is to provide Goods Information for his design**

- The Goods Information for the *Supplier's* design is in .....
- .....

**If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract**

- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are .....
- .....

**If a programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is .....

**If the *Supplier* is to state the *delivery date* of the *goods and services***

- The *delivery date* of the *goods and services* is
 

<i>goods and services</i>		<i>delivery date</i>
.....		.....



## PART C2: Pricing Data

Bidders must only price in accordance with the pricing schedule below, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

Item	Description	Unit price(each)	Total Price Excl. VAT
1	2 X utility Tractors (4 Cylinder, 60-70 hp) 4x4 cost as per specifications		
2	2 x Extra heavy-duty slashers 1.8m (Tractor Power range (kW) 45-80)		
3	2 x Trailed slashers with cutting widths of 3m		
4	4 x Chainsaws (Petrol Operated, 4.9kW Power output)		
5	4 x Brush cutters (Petrol operated, 0.9 kW Power output)		
6	1 x Garden Tractor ride on mower (Petrol operated, Hydrostatic transmission 12 A Generator)		
7	1 x Boom sprayer (1050 litres Agricultural implement sprayer)		
8	2 x High Quality striping and Road marking spray equipment/Airless line striping (5.5 HP , Maximum pressure 250 Bar, Flow 4.0 l/min)		
9	Registration & licensing costs(each)		
10	Delivery to airport site(each)		
11	Training of Operators (6 operators) each		
12	Additional costs (if applicable)		
13	Grand Total Excl. VAT		

14	VAT (15%)
15	Grand Total Incl. VAT

**PART C3: Goods information**

**Purpose of this Tender (\*Detail the purpose of this tender, the historical background and how it will assist ACSA)**

The purpose of this tender is to seek suitably qualified bidders to supply and deliver three (3) tractors for Chief Dawid Stuurman International Airports over a period of 12 months. This tender will be awarded to a successful bidder based on meeting the technical requirements as specified in the scope of work below:

**Scope of Work**

The scope of work for this tender is to obtain competitive bids for the supply and delivery of three (3) tractors for Chief Dawid Stuurman International Airport.

The minimum specifications for the tractor are listed below:

- a) Supply of the tractors with implements, grass cutting equipment and paint machine as per specifications.

<b>TRACTOR SPECIFICATIONS</b>	
<b>Engine capacity</b>	: min 80KW to 120KW
<b>Engine Torque</b>	: must have enough torque to pull F60/300T Trailed slasher.
<b>Fuel Type</b>	: Diesel
<b>Drive train &amp; Transmission</b>	: min four speed with mechanical shuttle 12 Fwd+12 Rev, rear mechanical diff lock,4WD.
<b>Steering</b>	:power steering
<b>Clutch</b>	:Manual gear selection ,PTO for implements & auxiliary front bucket.
<b>Front loader mechanism(bucket) &amp; lifting capacity</b>	:must be detachable with minimum 2400kg lifting capacity *NB: Only one (1) tractor needs a front-loading bucket.
<b>Slasher specifications</b>	:2 x F60/300VT Haymaker & 2 x Extra Heavy duty Falcon Slashers or equivalent.
<b>Cabin</b>	: Enclosed cabin with retractable windows & air-conditioned.
<b>Working lights</b>	: Standard working lights & LED (amber)starbar light

	mounted on top of enclosed cabin roof + rear working light and swivel flood light mounted on the roof.
<b>Operators layout</b>	: Programable Analog control panel, manual selection ergonomic controls for ease of operation.
<b>Colour</b>	: Standard as per manufacturer.
<b>Signage &amp; branding</b>	: as per ACSA specifications supplied, numbering & company logo on both sides with reflective tape & numbering on roof.
<b>Warranty</b>	: Standard Manufacturer warranty.
<b>Maintenance &amp;Service Plan</b>	: Manufacturer standard maintenance plan.
<b>Accessories/Optional extra's</b>	: Tow bar, 2.5kg fire extinguisher with mounting bracket inside of cab, tow bar.
<b>Quantity required</b>	: 2 tractors, 4 petrol chainsaws, 4 petrol brush cutters, 1 boom sprayer, 1 paint/road marking machine & 4 slasher requirements as per specifications above.
<b>Mandatory requirements</b>	: OEM letter of support confirming that maintenance support exists in within a 75km radius to Chief Dawid Stuurman International Airport region.
<b>Registration &amp; licensing</b>	: the supplier shall register & license the tractors on ACSA's name.
<b>On road charges</b>	Delivery (to airport destination) and Handling (registration & licensing) charges to be included in price.
<b>Onsite training</b>	On site introductory operator training for six (6) people.

### **GRASS CUTTING EQUIPMENT SPECIFICATION**

<b>Petrol Chainsaw specification</b>	<p><b><u>2 CHAINSAWS</u></b>  <i>Technical specifications, Value</i>  Displacement cm<sup>3</sup>, 72,2  Performance kW, 3,9  Weight kg 1), 6,2  Power-to-weight ratio kg/kW, 1,6  Rollomatic E, cutting length cm, 50</p> <p><b><u>2 CHAINSAWS</u></b>  <i>Technical specifications, Value</i>  Displacement, 91,1 cm<sup>3</sup>  Power output, 5/6,8 kW/bhp  Weight 1), 7,3 kg  Power-to-weight ratio, 1,5 kg/kW  Sound pressure level 2), 107 dB(A)  Sound power level 3), 120 dB(A)  Vibration level left/right 4), 6,9/6,9 m/s<sup>2</sup>  Saw chain pitch, 3/8"</p>
<b>Brush cutter specification</b>	<p><b><u>4 PETROL BRUSH CUTTERS</u></b>  <i>Technical specifications, Value</i></p>

	<p>Cylinder displacement, 50,6 cm<sup>3</sup>  Power output, 2,3 kW  Fuel tank volume, 0,8 l  Fuel consumption, 476 g/kWh  Maximum power speed, 9 500 rpm  Idling speed, 2 800 rpm  Electrode gap, 0,6 mm  Torque, max., 2,8 Nm  Torque, max. at rpm, 6 500 rpm  Spark plug, NGK CMR7H</p> <p>*Equipment must be supplied with spare nylon cutting heads for each, for heads to be changed from blade to nylon cutting.</p>
<p><b>Garden mower specification</b></p>	<p><b><u>1 Garden Mower</u></b>  <u>Technical specifications, Value</u></p> <p><u>Cutting Deck</u>  Cutting width, 122 cm  Cutting height max, 102 mm  Cutting height min, 38 mm  Nose roller, No  Anti-scalp wheels, 4  Drive system,  Drive method, Pedal-operated  Speed forward max, 8,4 km/h  Speed reverse max, 3,5 km/h</p> <p><u>Engine</u>  Cylinder displacement, 764 cm<sup>3</sup>  Motor/engine manufacturer, Husqvarna  Engine name, Husqvarna Engine  Net power at preset rpm Energy, 18,15 kW  Net power at preset rpm, 3 600 rpm  Cylinders, 2  Generator, 15 A  Power/fuel type, Petrol  Oil filter, Yes</p>
<p><b>Boom sprayer specification</b></p>	<p>1 Boom sprayer  <u>Technical specifications, Value</u></p> <p>Description, UF 901 Sprayer,  Working Width (m), 12–30  Standard Capacity (ℓ), 1 050,  Tractor (kW), from 60</p>

	* Boom sprayer must be compatible for mounting with the 2 supplied tractors to be delivered under the same scope of work.
<b>PAINT MACHINE SPECIFICATION</b>	
<b>Petrol paint/road marking machine specification</b>	<p><b><u>1 Road/paint marking machine</u></b></p> <p><u>Specification</u></p> <p>Two Guns on Three-Wheeler Trolley with Flexible Suction System, 15 metre Airless Hose, AG-08 Gun, 2 Line Striping Tip, Bases and Quick Release Gun Holders for Stencil Work.</p> <p>Type: Hydraulic Powered Piston  Motor: 5.5 HP Petrol Honda  Weight: 116Kg  Max Pressure: 3300 PSI  Max Delivery: 8.2 L/Min  Max Tip: 1 Gun 0.048°  Max Tip: 2 Gun 0.033°</p>

- b) Supply and fitment of any additional accessories as per specifications.
- c) Inclusion of the Original Equipment Manufacturer (OEM) warranties and maintenance plans where applicable.
- d) Apply signage and branding as per ACSA's specification.
- e) The Bidder will be expected to process the homologation, registration and licensing of the tractors to be categorised as a specialised vehicles into Airports Company South Africa's (ACSAs) name at the respective local traffic authority.
- f) Pre-delivery inspections and acceptance testing.
- g) Delivery to Chief Dawid Stuurman International Airport.

**Additional Scope**

- a) The bidder will be expected to provide the OEM letter of support.
- b) The bidder must provide a standard manufacturer warranty.
- c) The bidder will be expected to train operators and provide operator manuals.
- d) All outsourced costs and accessories, signage and branding requirements must be included in the bid offer.

**Factory/dealer acceptance test**

Each Tractor shall be subjected to a acceptance test program prior to shipment/delivery. The test shall be conducted in the presence of three (3) ACSA company representatives, unless otherwise advised in writing and shall be in accordance with the bidder's quality control programme. The acceptance test shall be conducted for a period of one (1) day.