



AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: The supply and delivery of Civil Maintenance Spares for a Period not exceeding 36 Months at Airports Company South Africa King Shaka International Airport

PROJECT NUMBER: KSIA8063/2025/RFP

NEC 3: SUPPLY CONTRACT (SC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Shaka International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: 2012/047252/07)

for **The supply and delivery of Civil Maintenance Spares for a Period not exceeding 36 Months at Airports Company South Africa King Shaka International Airport**

Contents:

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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Purchaser, identified in the acceptance signature block, hereby expresses its intention to enter into a contract for the supply of Civil Maintenance Spares at King Shaka International Airport for a period of 3 years.

The supplier, 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.

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 INCLUSIVE OF VAT IS:

(in words) **Six million four hundred fifty-one thousand and five rand, thirty-three cents**
(in figures) **R 6 451 005,33**

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer 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 Bidder:

Name & signature of witness

.....
(Insert name and address of organisation)

.....
Date

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

.....

2 Subject

 Details

.....

.....

.....

.....

3 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.

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)
Name (s)
Capacity
Name and address	Airports Company South Africa SOC Limited King Shaka International Airport La Mercy, KwaZulu-Natal 4407	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date

C1.2 Contract Data

Part one – Data provided by the Purchaser

Optional statements

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 service damages
X 20 Key Performance Indicators
Z Additional conditions of contract
of the NEC3 Supply Contract April 2013.

The *goods* are **Civil Maintenance spares**

The *service is* **the supply of the Civil Maintenance Spares at King Shaka International Airport for a period of three (3) years**

- The *Purchaser* is
Name **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Address. King Shaka International Airport
La Mercy
4407.....

- 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
..[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
 - Delays in supply and delivery of the Civil Maintenance SPARES**
 - Unavailability of Spares in the Warehouse
 - Long lead times.
 - Poor quality material.
 -
 -
 -
- The *starting date* is **Upon signing by both parties**

3 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
N/A.
- 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
N/A
- 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.**
- 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 INCURRED LOSSES AND/OR REPAIRS TO THE DAMAGES CAUSED.**

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 INCURRED LOSSES AND/OR REPAIRS TO THE DAMAGES CAUSED 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,**
- **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 . (FIVE).. years after Delivery of the whole of the goods and services.

X7 Delay Damages

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

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1 **Add to core clause 12.3:**

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Amendment to the Secondary Option Clauses

Z7 **Limitation of liability:**

Additional Z Clauses

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 *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.

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 *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 Sub Suppliers abide by the undertakings in this clause.

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

- 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 sub Supplier 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.

Z14 **Intellectual Property**

- Z14.1** Intellectual Property ("IP") rights mean all rights in and to any patent, design, copyright, trademark, 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 appoints an *Adjudicator* listed in the Panel of Adjudicators below

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

Panel of Adjudicators

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

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 ryneke@duma.nokwe.co.za
Mr. Emeka Obugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z18 Tax Clearance Certificates

- Z18.1** The *Supplier* shall be expected to annually present a compliant 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.
- Z19.2** 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.

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
Delays in supply and delivery of the SPARES Unavailability of Spares in
the Warehouse.
Long lead times. Poor quality
material
.....
- 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
.. N/A
- 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
.. N/A
- If a program is to be identified in the Contract Data**
- The program identified in the Contract Data is N/A
- If the *Supplier* is to state, the *delivery date of the goods and services***
- The *delivery date* of the *goods* and *services* is within 24 hours from order date.

Part two – Data provided by the Supplier

PRICE LIST

No.	Item Description	UOM	Quantity	Rate (R)	Total (R)
1	100mm Diameter Tractor Clutch Plates	EACH	200		
2	115MM steel cutting discs	EACH	10		
3	230mm steel cutting discs	EACH	10		
4	115 mm diamond masonry cutting disc	EACH	10		
5	230mm diamond masonry cutting disc	EACH	10		
6	Titanium set of steel bits	EACH	3		
7	Heavy duty set of masonry bits	EACH	3		
8	Two Stroke Brush Cutter Oil 20L	EACH	10		
9	200mm Outer Diameter Tractor Clutch Plates	EACH	200		
10	20L Car Wash Soap	EACH	3		
11	20L Hand cleaner with grit	EACH	3		
12	20L Seismic Herbicide nonselective systemic herbicide containing glyphosate 360/L	EACH	90		
13	5L Hydraulic Oil 68	EACH	30		
14	5L Silicon Dashboard Polish	EACH	3		
15	900MM Diameter Windsocks with cat eye holes or strings for placement	EACH	30		
16	Amber Portable Beacon Lights	EACH	6		
17	BR40 Brooms Including Handles & Brushes	EACH	10		
18	Brake & Clutch fluid (500mL)	EACH	30		
19	Brake Fluid 1L	EACH	30		
20	Brake Fluid LHM 1L	EACH	30		
21	CBC GR 8,8 Bolts & Nuts Box, Black	EACH	150		
22	Car Wash Sponges	EACH	6		
23	Collar Nut M12 x 1,5mm	EACH	50		

No.	Item Description	UOM	Quantity	Rate (R)	Total (R)
24	Falcon Fork	EACH	5		
25	Falcon Slasher Blades F50/180/4	EACH	100		
26	Falcon Slasher Blades F50/180/4 Bolts & Nuts	EACH	200		
27	Husquarvna Z146 Service Kit	EACH	30		
28	Heavy duty L-Shape Allen Key Set	EACH	3		
29	Lasher Concrete Wheelbarrows	EACH	5		
30	Lasher Spades	EACH	10		
31	PVC Chamois	EACH	5		
32	Q20 Lubricant Spray 150mL	EACH	5		
33	Red/White 500m Rolls Barrier Tape	EACH	30		
34	Falcon Slasher Skid Runners	EACH	200		
35	Stihl FS450 Brush Cutter Blades (305MM x 20MM Opening)	EACH	300		
36	Stihl FS460 Brush Cutter Blades (305MM x 20MM Opening)	EACH	50		
37	Tree Trimmer Pole Saws	EACH	3		
38	Yellow Reflective Tape Adhesive Stick On 7,5m roll	EACH	30		
39	25L Oilcap Hydrocarbon converter	EACH	50		
40	Plascon WTP1 water-based road marking white paint 20L	EACH	300		
41	Plascon RoadTect water-based road marking yellow paint 20L	EACH	300		
42	Plascon RoadTect water-based road marking red paint 20L	EACH	150		
43	Plascon RoadTect water-based road marking black paint 20L	EACH	200		
44	16L Herbicide spray backpack	EACH	10		
45	Stihl 350-3 20mm dia hole Brush knife	EACH	10		
46	Asphalt cold 25kg bags	EACH	100		
47	Asphalt tack coat 20L	EACH	3		
48	Durarep FS 20kg bags	EACH	50		
49	ABE epidermix 116 binder 1kg container	EACH	2		
50	50kg empty sandbags	EACH	100		

No.	Item Description	UOM	Quantity	Rate (R)	Total (R)
51	Large heavy-duty refuse bags for litter collection pack of 20, 100L	EACH	200		
52	Steel paint scrapers, 75mm	EACH	10		
53	Paint brushes, 25mm	EACH	10		
54	Paint brushes, 50mm	EACH	10		
55	Paint brushes, 75mm	EACH	10		
56	Paint roller brushes standard width	EACH	10		
57	Paint roller 100mm brushes	EACH	10		
58	Plascon Thinners PUR1 25Ltrs	EACH	50		
59	Road marking glass beads 25kg	EACH	50		
60	Painters' rags 5kg	EACH	30		
61	Wheel bearing grease 500ml	EACH	20		
62	Stihl FS460 brush cutter nylon wire	EACH	30		
63	Graco hose & nozzle for Graco 3900 Linelazer	EACH	6		
64	Graco spray gun for Graco 3900 Linelazer	EACH	4		
65	Stihl brushcutter blade 350-3mm with centre diameter of 20mm	EACH	100		
66	RAC 319 Switch Tip Spray Nozzle for Graco 3900 Linelazer	EACH	10		
67	RAC 621 Switch Tip Spray Nozzle for Graco 3900 Linelazer	EACH	10		
68	RAC Extreme Heavy Duty Nozzle Guard XHD001	EACH	10		
69	Graco 3900 Linelazer service kit	EACH	30		
70	Graco 3900 Linelazer bucket suction screen	EACH	30		
71	Box white chalk of 100	EACH	10		
72	White Chalkline & chalk powder 500ml	EACH	10		
73	Portland Cement 42,5 mpa 50KG	EACH	10		
74	Delivery from contractor's base to KSIA north gate. *Delivery charged per task order/PO. ie, multiple deliveries within a single task order's expenses are to be incurred by contractor.				

No.	Item Description	UOM	Quantity	Rate (R)	Total (R)
75	Third Party Procurement (Additional items that don't form part of the pricing schedule) * Markup rate (%) to be multiplied by provision sum i.e. for 10% markup: $1.1 \times R\ 1\ 500\ 000 = R\ 1\ 650\ 000$ 10% = 1.1 13% = 1.13 20% = 1.2 etc..	Provisional Sum	R1 500 000	%	
TOTAL AMOUNT FOR YEAR 1					R
TOTAL AMOUNT FOR YEAR 2 WITH 5% CPI					R
TOTAL AMOUNT FOR YEAR 3 WITH 5% CPI					R
SUM TOTAL FOR 3 YEARS (EXCL.VAT)					R
VAT					R
FINAL TOTAL					R

C3.1 Service Information

1. Description of the service

Background:

The Department is responsible for the continuous upkeep, repair, and safe operation of civil infrastructure assets. These assets require regular and unplanned maintenance, which in turn depends heavily on the timely availability of various civil maintenance spares- such as mechanical & cutting tools, chemicals & painting fluids, safety equipment and consumables.

The current ad-hoc procurement model creates vulnerabilities including supply chain fragmentation, delayed fault resolution, and unplanned downtime. Implementing a 3-year integrated supply contract addresses these challenges by guaranteeing spare part availability through a strategic supplier partnership. This approach enhances operational efficiency by reducing lead times and minimizing equipment downtime, directly improving maintenance response capabilities.

The contract mitigates the supply chain risks through enforced service level agreements and compliance with engineering standards. This initiative supports KSIA's core objectives of safety assurance, asset reliability, financial discipline, and uninterrupted service delivery by transforming spare parts management into a value driven function aligned with a long-term operational resilience.

Purpose and Benefits:

To mitigate these risks and address the inefficiencies in the current procurement process, the department intends to implement an NEC supply contract specifically for civil maintenance spares. The NEC framework will allow for a long-term, pre-agreed, and flexible arrangement, simplifying the procurement process and ensuring that spares are readily available when needed.

The key benefits include:

1. Streamlined procurement: the current procurement process requires raising multiple Request for Quotations (RFQs) one by one through the Oracle system for each individual spare part. The new contract arrangement will eliminate this repetitive effort by covering a wide range of pre-approved civil maintenance spares under a single long-term agreement.
2. Improved availability of spares: Ensures that all necessary civil maintenance spares are delivered promptly to support the maintenance schedule without delays.
3. Minimized Operational Disruption: helps avoid unplanned equipment downtime and ensures timely completion of maintenance activities.
4. Cost predictability & Control: Allows for better planning and control of maintenance costs with pre-agreed pricing and supply terms.

5. Risk Management: Clearly defines the responsibilities of both suppliers and client, reducing the likelihood of disputes or misunderstandings.

6. Support for Maintenance Strategy Execution: The contract will ensure the timely supply of high-quality materials required for execution of both preventive and corrective maintenance programs, contributing to longevity, safety and reliability of civil infrastructure assets.

The supplier will be required to deliver on time thus minimising the down time of equipment and infrastructure.

Extended Work:

ACSA KSIA seeks to appoint a competent and experienced service provider for the supply and delivery of Civil Maintenance spares required for ongoing infrastructure maintenance activities at the airport.

- The main objective of this contract is to supply and deliver the Civil Maintenance spares as per Price List in Part 2 as and when required (ADHOC) at King Shaka International Airport.
- Ensure uninterrupted supply of Civil Maintenance spares to support, Routine Civil Maintenance works, Emergency repairs and response, and preventative infrastructure upkeep.

Employer' s requirements for the services

- The supplier shall be responsible for ensuring that the spares are enough and available throughout the contract.
- The supply and delivery of the Civil Maintenance spares to comply with SANS or European Standards
- The supplier will be fully responsible for meeting all requirements in this document regarding the work. Including, ensuring that all Civil Maintenance spares comply and reach King Shaka Airport in good quality and condition.
- All Civil Maintenance spares delivered shall be accepted by the ACSA contract manager or his delegation on delivery.
- In case incorrect spares are delivered, it will be at the supplier's responsibility to collect the incorrectly supplied spares and exchange them with the correct ones.

2. Standards and Specifications

The supplier shall supply and deliver the Civil Maintenance spares and ensure compliance with the following requirements:

1. Relevant SANS Standards
2. OSHA Act 85 of 1993
3. OEM Maintenance Manual

3. Constraints on how the Contractor Provides the Service

- The contractor provides the service in accordance with the service information and minimizes the interference caused by his work to the employer and others.

3.1 Meetings

- The contractor and the employer shall give an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the prices, interfere with the timing of the service, or impair the effectiveness of the service
- The contractor may give an early warning by notifying the employer of any matter which could increase his total cost. An early warning of a matter for which a compensation event has previously been notified is not required.

- The contractor shall co-operate in making and considering proposals on how the effect of each matter which has been notified as an early warning can be avoided or reduced, and the agreed actions shall be decided or recorded.

3.2 Use of standard forms

- N/A

3.3 Invoicing and payment

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

- The Contractor includes the following information on each tax invoice:
 - Name and address of the Contractor
 - The contract number and title.
 - Contractor's VAT registration number.
 - Each individual line item supplied (description, quantity, price/rate)
 - The total cost of the invoice
- The Price for each lump sum item in the Price List or Task Order which the Contractor has completed.
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
- Other amounts to be paid to the Contractor.
- Less amounts to be paid by or retained from the Contractor.
- The change in the amount due to the previous payment being the invoiced amount - excluding VAT, the VAT and VAT.
- (add other as required)
- The Contractor attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing
 - the Price for each lump sum item in the Price List or Task Order which the Contractor has completed and
 - where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.
- Each payment is paid within 30 days after the next assessment day which follows a receipt of an application for payment by the contractor

3.4 BBBEE and preferencing scheme

- The Supplier shall be expected to annually present compliant BEE Certificate and a Tax clearance Certificate. Failure to 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.

4. Requirements for the plan

N/A

5. Property affected by the service

- All supplies and deliveries of Civil Maintenance spares shall be delivered to **King Shaka International Airport, at North gate**

LOW SERVICE TABLE

Service Requirement	Target	Low Damages
Replacement of the factory faulty spares	100%	100% of total affected material cost
Honouring the warranty replacement	100%	100% of total affected material cost
Responsive to purchase order	100%	Nonresponsive to purchase order within Five (5) working days will result with early warning
Delivery within 5 working days from order date (unless delay is due to stock unavailability confirmed in writing by the supplier/manufacture from which the lead time will be accepted as delivery time).	100%	0,5% per each day missed up to the maximum of 10% of all affected material cost
Nonresponse to 3 x Early Warnings of the same risk after 3 x risk meetings have been conducted	100%	Termination