



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: The supply and delivery of the Electrical Spares at King Shaka International Airport for a period of 3 years

TITLE OF PROJECT: The supply and delivery of the Electrical spares at King Shaka International Airport

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: _____)

for **The supply and delivery of the Electrical Spares at King Shaka International Airport for a period of three (3) years**

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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 of the Electrical Spares at King Shaka International Airport for a period of 3 years.

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.

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.

Schedule of Deviations

1 Subject N/A

Details
.
.
.

2 Subject N/A

Details	
.....	
.....	
.....	
3 Subject	N/A
Details	
.....	
.....	
.....	
4 Subject	N/A
Details	
.....	
.....	
.....	
5 Subject	N/A
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 service damages
 X 20 Key Performance Indicators
 Z Additional conditions of contract
 of the NEC3 Supply Contract April 2013.

- The *goods* are **Electrical spares**
- The *service* is **the supply of the Electrical 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 and Delivery 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 ELECTRICAL SPARES

Unavailability of Spares in the Warehouse

Long lead times.

Poor quality material

- The *starting date* is . . **Upon signing by both parties.**

- N/A

- The *currency of this contract* is the . . . **ZAR**

- The *assessment interval* is. .4 weeks from date of submission of valid tax invoice.

- 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

3 Time

4 Testing and Defects

5 Payment

8 Risks, liabilities,
 indemnities and insurance

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 .. The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

X7 Delay Damages

Z	The <i>Additional conditions of Z1 – Z20 contract</i> 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 means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the 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

Panel of Arbitrators

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

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 programme is to be identified in the Contract Data

- The program identified in the Contract Data isN/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

Supply and Delivery of Spares at King Shaka International Airport								
Item	Description	UOM	Lead Time	Warranty (months)	QTY	Rate	Total Amount Excl. VAT.	
1	Provisional sum	Sum			Sum	R500 000	R500 000	
2	18w screw type lamp	Each			110			
3	18w Led,6500k tubes	Each			110			
4	20w Led ,6500k tubes.	Each			110			
5	20w Led flood light	Each			110			
6	18w square Led down light fittings	Each			110			
7	18w round Led down lighters	Each			110			
8	12w square Led down lighters	Each			110			
9	12w round Led down lighters	Each			110			
10	55w 4pin lamps	Each			110			
11	58wx 2 lamps ballasts	Each			110			
12	28w fluorescent tube	Each			110			
13	35w fluorescent tube	Each			110			
14	100w Pharox gyro modular flood light	Each			110			
15	24w LED tubes	Each			110			
16	40w 600x600w Mesmerise LED panel light.	Each			110			
17	Beka Schreder, LEDtec-S,160 LEDNW,142W, 20754lm,220-240V,50/60HZ,IP66,Ta35 degrees white surface mounted fittings	Each			110			
17	70w 2pin ceramic base lamp	Each			110			
18	35w tubes	Each			110			
20	28w Led tubes	Each			110			
21	54w Led tubes.	Each			110			
22	250w, Tubular, pressure sodium lamp, cool white	Each			110			
23	150w tubular SON T sodium lamp, 2000k	Each			110			
24	400w, Tubular, pressure sodium lamp, cool white	Each			110			
25	50w led flood light	Each			110			
26	150w G12 metal halide lamp	Each			110			
27	T50R 200mm x4.6 cable ties	Each			110			
28	T50I 300mmx 4.6 cable ties	Each			110			
29	1mm solid panel wire (red, white, blue, black, and green)	Each			110			
30	20A strip connector block	Each			110			
31	5A strip connector block	Each			110			
32	4x4 socket outlet (white)	Each			110			
33	4x4 socket outlet (red)	Each			110			
34	4x4 socket outlet (blue)	Each			110			
35	4mmx 70mm wood screw	Each			110			
36	4x10mm self-tapping screws	Each			110			
37	58wx2lamps ballasts	Each			110			
38	4mmx 70mm wood screw	Each			110			
39	32 teeth hacksaw blade	Each			110			

40	400g Q10 penetrating oil spray can	Each			110		
42	5kg cleaning Rags	Each			110		
43	400g Q10 penetrating oil spray can	Each			110		
44	25A day /night sensor	Each			110		
45	15A square surface mounted day /night sensor	Each			110		
46	1.5mmx2core black suffix cables	Each			110		
47	1mm x3core black cab tyre cable	Each			110		
48	2.5 mm 2core black suffix cable	Each			110		
49	1mmx panel wire (red, black, white, green, blue)	Each			110		
50	1.5mmx2core black suffix cable	Each			110		
51	1.5mmx3core suffix cable	Each			110		
52	2.5mmx3core suffix cable	Each			110		
53	20mm pvc female adaptor	Each			110		
54	20mm pvc male adaptor	Each			110		
55	20mm pvc conduit	Each			110		
56	Size o pvc gland	Each			110		
57	16A Plug top	Each			110		
58	5A Plug top	Each			110		
59	Duracell rechargeable battery 9v	Each			110		
60	Duracell rechargeable battery 1.5v AA	Each			110		
61	Bosch probox 25-piece Hss pointteq metal drill bit set	Each			110		
62	Scotch Bonding tape	Each			110		
63	40mmx40mmx6m Galvanised P1000	Each			110		
64	SDS concrete drill bits (5,6,8,10,12&14)	Each			110		
65	Hole saws(20mm,22mm,25mm)	Each			110		
66	50mm paint brush	Each			110		
67	63A, 6kA din rail mounted Single phase Earth Leakage	Each			110		
68	1.5mmxhouse wire (red,black,blue and white				110		
69	2.5mm House wire (red, white, black, and blue)	Each			110		
70	20mm PVC sprag(flexible)	Each			110		
62	Insulation tape	Each			110		
63	12V9Ah F2 Terminal VRLA Battery (MANTECH & DELTEC	Each			110		
64	12V7Ah F2 Terminal VRLA Battery (MANTECH & DELTEC	Each			110		
65	12V180Ah FRONT Terminal VRLA Battery (MANTECH & DELTEC	Each			110		
66	12V18Ah F2 Terminal VRLA Battery (MANTECH & DELTEC	Each			110		
67	32A Gg 22x58mm CYL FUSE LINK	Each			110		
	Total excluding VAT						
	Add VAT (15%)						

	Grand Total (Including VAT)						
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*****to be carried to the Form of offer

Part C3

Scope of works

C3.1 Service Information

1. Description of the service

Background:

Electrical Department is currently experiencing difficulties to replace the lighting due to lead times and delays in procurement processes. This leads to delays in maintenance schedules, prolonged breakdowns, customer dissatisfaction, safety issues and non-compliance of the electrical department.

A contracted preferred supplier will enable the Electrical Department to access the electrical spares quicker to ensure efficiency and effectiveness in execution of the Department duties.

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 service provider for the supply and delivery of electrical spares, lighting, and lighting spares. The scope includes but not limited to the following:

- Supply and delivery of electrical spares
- Supply of lights
- Supply and delivery of lighting spares

The main objective of this contract is to supply and deliver the electrical spares as per List in Part 2 as and when required (ADHOC) at King Shaka International Airport

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 Electrical 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 Electrical spares comply and reach King Shaka Airport in good quality and condition.
- All Electrical spares delivered shall be accepted by the ACSA contract manager or his delegation on delivery.
- In case incorrectly are delivered, it will be at supplier's responsibility to collect the incorrectly supplied spares and exchange it with the correct one.

2. Standards and Specifications

The supplier shall supply and deliver the ELECTRICAL 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 minimise the interference caused by his work to the employer and others.

3.1 Meetings

- The contractor and the employer 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 other matter which could increase his total cost. Early warning of a matter for which a compensation event has previously been notified is not required.
- The contractor to co-operate in making and considering proposal for how the effect of each matter which has been notified as an early warning can be avoided or reduced and decided and recorded actions taken

3.2 Use of standard forms

- The employer will provide templates that will be used in the administration of this contract after the kick-off meeting

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.
 - The Employer's VAT registration number _____.
 - The total of
- 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 since the previous payment being the invoiced amount - excluding VAT, the VAT and including 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 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.

4. Requirements for the plan

N/A

5. Services and other things provided by the Employer

Item date by which it will be provided

- The employer provides the right of access for the Contractor as necessary for the work included in this contract when access is required during the project period.

6. Property affected by the service

- All supplies and deliveries of Electrical 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
Delivery within 24 hours from order time	90%	0,5% per each day missed up to the maximum of 10% of all affected material cost
Response to communication from Service Manager as per contract terms and conditions	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