



AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED: CTIA TROLLEY AND TROLLEY MOVERS REPAIRS AND MAINTENANCE

PROJECT NAME AND

TITLE OF PROJECT: CTIA TROLLEY AND TROLLEY MOVERS REPAIRS AND MAINTENANCE

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and
.....

(Registration Number:)

for CTIA TROLLEY AND TROLLEY MOVERS REPAIRS AND MAINTENANCE

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for REPAIRS AND MAINTENANCE OF TROLLEY AND TROLLEY MOVERS AT CTIA.

The contractor, 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 contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor 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);

R (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 contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

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 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 contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the employer and the contractor 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 : Service 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 employer 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 contractor 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 contractor) within five working days of the date of such receipt notifies the employer 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 Employer

Signature Date

Name Capacity

Airports Company South Africa,
Cape Town International Airport
Southern Office Block, Administration Building
7525

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 employer and the contractor 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 employer 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.

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
10.1	The <i>Service Manager</i> is:	Sipho Mbulane
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>Service</i> is	Maintenance and management of fire prevention systems, and all its related components, as set out in part c3 service information.
11.2(14)	The following matters will be included in the Risk Register	OHS Act and New Construction Regulation compliance.

11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	One(1) year from start date or Contract Value, whichever comes first
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	two (2) weeks
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4

83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	

X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>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.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
Z	The <i>Additional conditions of Z1 – Z19 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, the *Service Manager*, the *Supervisor*, or the *Adjudicator* 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 Providing the Service:

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

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

Z5 Termination

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

Z7.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, 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 *Contractor*

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

Z9 Joint and several liability

Z9.1 If the *Contractor* 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 *Employer* for the performance of the Contract.

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

Z9.3 The *Contractor* 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 *Employer*.

Z10 Ethics

Z10.1 The *Contractor* 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 *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Contractor* 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 *Employer*, the *Employer* 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 *Contractor* 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 *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

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

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* 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 *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* 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 Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Contractor* 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 *Service Manager*, the *Employer*, 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 subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* 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 *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 *Liens and Encumbrances*

- Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 *Intellectual Property*

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

- 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 *Contractor* gives the *Employer* 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 *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* 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 *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the Adjudicator**

An *Adjudicator* is appointed Panel of Adjudicators

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

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

Z15.2 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 Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z17 BBEE and Tax Clearance Certificates

Z17.1 The *Contractor* 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.

Z18 Communication

Z18.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

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

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

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

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be included in the Risk Register

- Existing Services
- Access to Site
- Delay in supply of material and/or equipment
- Progress of the works against the program
- Travelling public and ACSA stakeholders

Note: add additional risk register if required

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

<p>Name of Organisation:</p> <p>AIRPORTS COMPANY SOUTH AFRICA Cape Town International Airport</p>
<p>Physical Address:</p> <p>Airport Company South Africa Private Bag X9002</p> <p>Southern Office Block - ACSA Admin Offices</p> <p>Cape Town International Airport</p> <p>7525</p>

Hereinafter referred to as “Client”

<p>Name of organisation:</p>
<p>Physical Address:</p>

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

- 4. The Mandatary understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.
- 5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

PART C2: PRICING DATA

C2.1 Pricing Assumptions

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**

C2.2 The Price List

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

FIXED COST – PREVENTATIVE MAINTENANCE

Activity Schedule

Site Establishment and Administration

Item no.	Description – Preliminary and General	Frequency		Total
Preliminary and General: contract Administration Cost				
1	Airport Safety Induction Airport permits	Yearly		
2	Airport Parking fees (provisional amount)	Once Off		
3	Safety administrative cost	Once Off		
Total				

Equipment	Total Qty	Cost Per Unit	Monthly Cost	Total Annual Cost
Maintenance of Luggage Trolleys	3500			
Maintenance of Linde P60 Trolley Pullers	3			
Maintenance of Movexx Trolley Pushers	6			
Artisan and Assistant Standby (After Hours Availability)	N/A			
			TOTAL [R]	

4.4 ADHOC COSTS - VARIABLE

The Adhoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Manager Mechanical Maintenance or his authorised representative or the M&E Manager. PR and Orders for work done will be issued by the employer as soon as possible.

Any additional work (not covered elsewhere in the contract) will be charged at the following rates.

Labour rates and Mark-up

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item#	Description	Weekend/ Holidays (R/hour)	Normal hours (R/hour)	After hours (R/hour)	Monthly Rate (R/month)
1	Technician / Site Supervisor				
2	Artisan 1				
3	Artisan 2				
4	Semi-skilled				

^aAll rates to exclude VAT. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/ decreased to cater for special needs that may arise from time to time.

The engineer would be required to assist with investigations on major incidents onsite and shall not form part of the onsite permanent structure.

Mark-up (third party procured items/services)

Cost ^b	Mark-up
R0 – R 2000	20%
R 2001- R10 000	15%
R 10 001- R50 000	10%
Over R50 000	7%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Any outsourced services (sub-contracted work) utilised in place of existing resources which would normally form part of routine maintenance on the contract will not be subject to a mark-up and will be part of the routine maintenance cost of the Contractor.

Contractor will provide ACSA with 3 quotations to ensure the most feasible pricing is achieved

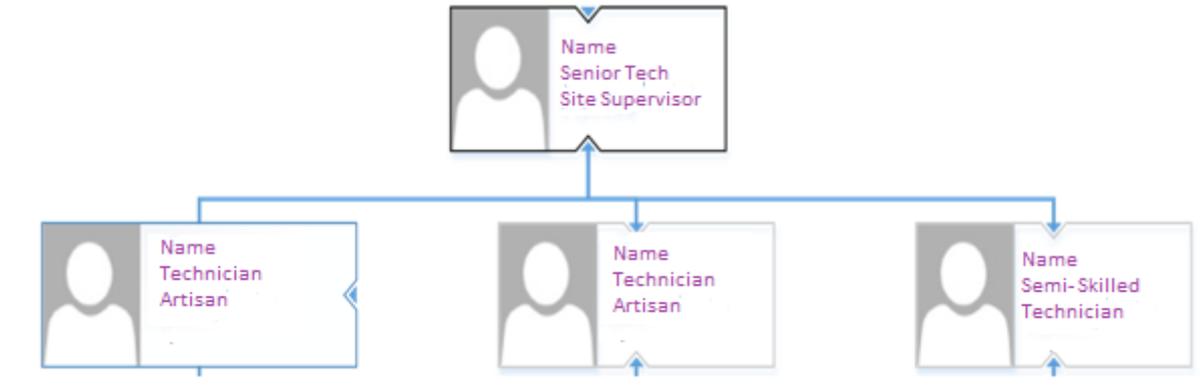
Contractor to conduct basic maintenance and first line fault finding on 3rd party equipment where spares are imported, all costs relating to importing and shipping of the spares shall be invoiced at cost to ACSA, unless already calculated into the OEM standard price list.

HAZARDOUS MATERIAL DISPOSAL COST

This cost is based the quantity of hazardous material disposed of at approved waste disposal facility and a disposal certificate must be submitted with the invoice.

Below is the proposed minimum quantity of staff (with reference to level of skill and formal training of each). This also includes a proposed an organogram for staff that will be deployed at the airport. Please note that this is based on past experiences and the number of assets that which require maintenance as shown in Annex A.

NOTE: A minimum of four (4) site staff is required.



Detail Requirements Regarding Staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Fire Prevention System and Equipment.

For all full-time staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names**
- Proof of qualifications and work experience on maintaining similar equipment system.**

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

It shall be the Contractor’s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

Minimum Staff Schedule and Experience

Senior Technician/Site Supervisor	As and when required to monitor/maintain infrastructure
Technician	Onsite Mon – Fri 0800 - 1630

1	Human Resources - Mechanical	Name and Surname	Trade/Qualifications	Experience in Years
<i>Example</i>	<i>Site Manager</i>	<i>Mr. J Johnson</i>	<i>- Mechanical Engineer</i>	<i>10 – attach cv</i>
1.	Senior Technician/ Site Supervisor			
2.	Technician/Artisan			
3.	Technician/Artisan			
4.	Semi-Skilled Technician			

Minimum Staff Experience

Minimum qualifications of the staff will be as follows:

Senior Technician/Site Manager

The Technician must have a minimum experience of:

- 4 Years or more Mechanical and Electrical/Electronic Experience
- OHS Qualification
- NQF level 4 and Higher

Technicians/Artisans

The Technician must have a minimum experience of:

- 1 Years of Mechanical Experience
- NQF level 4 and Higher

Please note that relevant personnel need to be in possession of the necessary permits (AVOP, Vehicle Permit etc.) to drive on the airside as and when required.

PART 3: SERVICE INFORMATION

PART C3: EMPLOYER’S SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	2-35
	Total number of pages	35

C3: EMPLOYER'S SERVICE INFORMATION

DESCRIPTION OF THE *SERVICE*

Purpose of Commodity

The purpose of this initiative is to source a supplier that can provide maintenance services for ACSA's Trolley and Trolley Moving Equipment at Cape Town International Airport for a period of one(1) Year.

Criticality of Commodity

This initiative is of a high criticality to ACSA, as a failure to ensure maintenance of the Trolley and Trolley Moving Equipment could result in poor/defective functioning. This could result in injury to passengers and/or staff. Furthermore, defective Trolley and Trolley Moving Equipment is a risk to operations which could lead to serious disruptions in operations.

Executive overview

The contractor will be responsible for the maintenance and repairs of Fire Prevention System and its components at Cape Town International Airport.

The contractor will service and maintain the Trolley and Trolley Moving Equipment at Cape Town International Airport. The appointed service provider will be fully responsible for meeting all requirements regarding the Works. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations SANS and SABS, OHS Act regulations. The Contractor will be fully responsible for obtaining (and keeping up to date with) latest technology for improving the service and functionality of Trolley and Trolley Moving Equipment.

Frequency/Periodic Suggested Schedules

The contractor shall provide service maintenance plan/chart and inspection sheet which will be in line with the applicable regulations and engineering standards. There will be a need to review the maintenance regime due to equipment age, model and technical installation specification, where additional work may be necessary.

The contractor shall maintain a record of services carried out and make it available to Service Manager as when it is required. The supply of tools and equipment necessary for carrying out the scope of work shall meet OEM and contract requirements.

ACSA CTIA has 3500 WANZYL trolleys in circulation, 3 Lind P60 Trolley Pullers and 6 Movexx Trolley Pusher units.

WANZYL TROLLEYS

ACSA CTIA has 3200 luggage trolleys in circulation and below is the scope of work or suggested maintenance programme

- Perform Bi-Annual maintenance on the Wanzyl units
- Clean the entire trolley
- Clean and wash out wheels and Axle with solvents after maintenance and repairs
- Check mechanism, control and crankcase handle, repair or adjust if required.
- Clean unit exterior and ensure that all covers are securely fixed.
- Check and adjust if necessary

- Top Brake rod and brake rod
- Carry out thorough braking test on entire trolley
- Pressure spring
- Double swivel castor fork
- Check anti-static strip operation and ensure blind rivet fixed
- Check lateral sheets and bumpers if properly are secure and repair if required
- Check nesting shoe for evidence of chafing and repair if necessary
- Check lateral metal sheets and bumpers if properly are secured and repair if required.
- Check nesting shoe for evidence of chafing and repair if necessary.
- Check handle profile and repair if required
- Check cylindrical screw mountings and tighten if required
- Check and tighten if necessary, all hold down bolts.
- Check for any unusual noise and vibration and repair if required.
- Examine shaft and seal glands and replace if necessary
- Check for any sign of corrosion and treat rust accordingly if necessary

Linde P60

- The P60 units are used to transport the trolleys from car rentals, and CTB to the arrival's terminal.
- It is very critical to the trolley operations and Special attention needs to provide to it.
- Below is a suggested maintenance program and the service provider to repair and replace any defective parts identified.
- The service provider will be required to repair and replace any defective mechanical and electrical parts found during inspections

The Linde P60 maintenance shall be conducted in accordance to the below OEM maintenance regime:

General information

To keep the tow tractor in a state that is ready for use at all times, you should regularly perform a small number of maintenance and inspection tasks according to the instructions in the operating manual. Maintenance may only be performed by qualified persons authorised by the manufacturer. You can agree to have this work performed on the basis of a maintenance contract concluded with your authorised dealer.

If you wish to perform this work yourself, we recommend having at least the first three checks carried out by an authorised technician in the presence of your workshop representative. Your workshop staff can then be instructed accordingly.

Whenever performing maintenance, the tow tractor must be parked on a flat surface and be at a standstill (engine switched off, switch key removed and battery connector disconnected).

No modifications (attachment or conversion) may be made to the tow tractor without the manufacturer's approval.

All servicing work on the tow tractor must be followed by a functional check and a test run.

CAUTION

The tow tractor must always be properly labelled. All missing or damaged identification plates and/or adhesive labels must be replaced. For the warehouse or order number, please consult the spare parts catalogue.

WARNING

For a tow tractor with a fixed cab, the side doors may close during maintenance and trap the technician.

Always keep both side doors open during maintenance operations.

ENVIRONMENT NOTE

Observe the information regarding working with consumables.

NOTE

When using tow tractors in extreme conditions (e.g. extreme heat or cold, high levels of dust etc.), the time periods specified in the maintenance overview must be reduced accordingly.

Maintenance intervals

Under certain conditions, there is the possibility of changing the intervals of some maintenance operations listed in the maintenance overview.

Please use the recommended consumables, engine oil and coolant. The inspection and maintenance intervals depend on the operating and application conditions of the truck.

When used in heavy-duty or very harsh conditions, in particular:

- Very dusty environments
- Corrosive environments
- Cold stores

maintenance intervals must be halved.

Contact the After Sales Service Centre.

Maintenance safety guidelines

No changes, modifications or additions may be made to the tow tractor without the manufacturer's approval.

DANGER

Incorrect inspection and maintenance procedures may result in the malfunction of safety-critical components.

Only carry out inspection and maintenance routines if you have been trained, and are authorised to do so.

DANGER

Do not make modifications to the drive or braking parameters without informing the drivers of the tow tractor.

If the drive or braking parameters are modified, the drivers of the tow tractor must be informed. They must be able to familiarise themselves with the new operating characteristics before putting the tow tractor into service.

DANGER

Many accidents and injuries in the workshop are due to non-compliance with certain basic maintenance and safety rules. These accidents can therefore be avoided.

Respect the following safety guidelines. Anticipate potential dangers. Proceed with care and caution to reduce the risk to a minimum.

An alert, cautious mechanic is a safe one.

- Before carrying out any repair work, park the truck. The parking brake is automatically applied. Switch off the ignition, disconnect the battery and, if necessary, place wedges under the front and rear wheels.
- Before carrying out any electrical maintenance or checks, raise the drive wheel clear of the ground and securely chock the tow tractor in position.
- Protective equipment (e.g. goggles and protective gloves) must be worn at all times when working on batteries.
- Take the necessary fire precautions when working on batteries.

- Always handle, charge and maintain batteries according to the manufacturer's instructions supplied with the battery.
- Always ensure that any lifting equipment is of sufficient capacity and has the relevant certification. All blocks, jacks and chains etc. must be examined regularly and may only be used for the intended purpose.
- Use only prescribed attachment points when towing or lifting. Attach connections carefully. Check that the pins and/or bolts provided are secure before loading. Never stand close to drawbars, slings or chains that are working under load.
- Never wear rings, wrist watches, jewellery, loose or dangling items of clothing (ties, torn clothing, scarves, unbuttoned jackets or overalls with open zip fasteners) that could get caught up in moving parts. Always wear approved safety clothing.
- Never carry out maintenance or servicing operations on the tow tractor when anyone is sat on the seat, unless that person is fully trained and involved in the operation being carried out.
- Never switch on the tow tractor from any position other than the driver's seat.
- The design of service steps or platforms used in the workshop or onsite must comply with current regulations.
- Label all controls to indicate that a service or repair operation is being carried out.
- Protective equipment, i.e. goggles and gloves, must be worn at all times when using compressed air or steam cleaning equipment.
- Perform a functional check and test run after every service.

Handling lubricants

Always handle lubricants safely and as specified by the manufacturer.

Only store lubricants in approved containers and in specified storage locations. As lubricants may be flammable, do not let them come into contact with hot objects or flames.

Clean the area surrounding the part in question before applying lubrication, changing the filter or performing repairs on the hydraulic system.

Use only clean containers when replenishing fuel and lubricants.

 **ENVIRONMENT NOTE**

Lubricants and cleaning compounds used during maintenance procedures may be

harmful to the environment. Please observe the following:

- *Follow the manufacturer's safety and disposal instructions when using lubricants and cleaning compounds*
- *Avoid spilling lubricants. Clear up any spillage immediately using a suitable absorbent, and dispose of the spilt lubricant as per local regulations*
- *Always dispose of used or contaminated lubricants as specified. Follow laws and regulations*
- *Dispose of used parts, empty containers, filters etc. as per local regulations*

Technical data for inspection and maintenance

Assembly	Material/Lubricant	Capacity/Adjustment value	
Drive axle	Gearbox oil	1.2 litres	
Tyres		Front	8 bar
		Rear	8 bar
Brake system	Brake fluid	As required	
	Brake linings	Minimum thickness 2 mm	
Steering chain	Chain spray		As required
General lubrication points	Grease/oil		As required
Electrical equipment			
Main circuit	Fuse	48 V	1 x 160 A
Battery	Distilled water	As required	
	Non-acidic grease	As required	
Traction motor		28 V AC	

Movexx T2500

- ACSA CTIA has 6 Movexx in service used to transport the trolleys from different location to one central location at the airport. These shall be maintained in accordance the OEM Requirements.

Spare Parts Requirements

The contractor shall keep and maintain all critical OEM (Original Equipment Manufacturer) spares to maintain and repair the Trolley and Trolley Moving Equipment. Where the original equipment manufacturers (OEM) parts are not available a substitute part will be made known to ACSA's Service Manager for his/her approval. The contractor will build relationships with OEM or their agents to ensure that spares are available when required to minimise downtime.

A list of attainable replacements parts, by part number shall be furnished when requested by Service Manager and the contractor will be responsible to maintain an up-to-date inventory. The parts shall be kept on stock if not the contractor must source the required spare and be available within a reasonable time and will be communicated to the Service Manager at all times. The contractor will be responsible for providing all the critical spare foreseeable for the use of Trolley and Trolley Moving Equipment.

1.1 Employer's requirements for the service

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

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.

The *Contractor* will be fully responsible for obtaining (and keeping up to date with) said requirements. Where, such a need is mutually agreed between the Contractor and ACSA, ACSA shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the *Contractor* shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by ACSA. The *contractor* shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for Fire Prevention System and its components related controls and computerised control systems if necessary.

The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule at all times – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The *Contractor* shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the *Contractor* not be able to maintain adequate system performance indicators due to constraints caused by the *Employer*, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The *Contractor* will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The *Contractor* shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and up to date with all new regulations relating to the Fire Prevention System and its Components activities/procedures in the area. The *Contractor* shall further ensure that any staff member partaking in baggage pilferage or other criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required response times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

All work shall be charged per the activity schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the activity schedule. The *Contractor* must ensure that they have storage facility for storage for spares, provision must be made by the *Contractor*. The *Contractor* shall keep the spares room in a neat and clean state and an updated spares list must always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site.

The *Contractor* will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The *Contractor* shall ensure that all building areas in proximity to Fire Prevention Systems and its components as well as building areas mostly dedicated to the Fire Prevention Systems are maintained in a broom-swept state.

The *Contractor* shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The *Contractor* shall ensure that all maintenance staff are issued with PPEs that will comply with a minimum requirement as agreed with the Service Manager from time to time. The contractor must ensure that every employee have a uniquely numbered reflective jacket (for easy identification via CCTV).

1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
CTIA	Cape Town International Airport
ESD	Emergency Shutdown System
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
CCTV	Closed Circuit Television
RCA	Root Cause Analysis
OHSACT	Occupational Health and Safety Act No. 85 of 1993
SANS	South African National Standard
SABS	South African Bureau of Standards
SHE-File	Safety and Healthy File
CTB	Central Terminal
SOB	Southern Office Building

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Service Level Agreement

Operational hours

Normal airport operational hours shall be from 04:00 to 23:30 for everyday of the year, but will be confirmed/ amended by the Service Manager from time to time. Down-time of Fire Prevention System for routine maintenance shall be arranged with the Operations Manager to suit airport operations. The

contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with Airport Operations.

Human resources

The following minimum standards shall apply to resourcing:

In regards to the first line of response to any stoppage/alarm in the system. Taking into account current Airport access control infrastructure and security arrangements and taking into account the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff in order to meet or exceed the Service Level Agreement.

The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month. Cost incurred by the contract should be covered by maintenance fee unless outside OEM maintenance specification or unless ad hoc.

During operational hours, the Contractor shall have sufficient personnel on-site to successfully attend to at least two simultaneous breakdowns.

During operational hours, the Contractor shall have at least one senior person who:

- a) Is suitably qualified and experienced to resolve breakdowns and system stoppages of a nature that would require a person with intermediate knowledge of Fire Prevention Systems.
- b) Is able to successfully interact with OEM "hotline" personnel and ACSA Helpdesk personnel
- c) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and is able to successfully interact with airport operational staff and airport management.

The Contractor shall assume responsibility for resolving any issue that might be experienced from time to time with the system. This will relate to any problem that might be experienced with the fire system and its components.

As part of his duties the Contractor:

- a) Shall ensure that (at his cost) system back-ups are current and available on site (including all required fittings and firefighting equipment that might be necessary to effect restores).
- b) Shall ensure that other faults/issues outside the scope of this contract but impacting on the fire system are expedited with the relevant persons.
- c) Shall submit preliminary incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 24 hours of each eventuality.
- d) Shall submit full incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 48 hours of each eventuality after the incident has been resolved.
- e) Shall maintain an up to date system network configuration drawing and keep it readily available on site.
- f) Shall, within reason, remain up to date with changes to the ACSA fire system and build professional work relationships with all relevant parties, whether it is OEM or ACSA contractors or other.
- g) Shall inform ACSA of any new regulatory, technological or inspection requirements.

Performance benchmarks

The following shall be the minimum performance benchmarks for this contract:

The Contractor must comply and respond to the following:

Item	Benchmark*
Fire Prevention Systems	Resolution of all faults and breakdowns in compliance to the service Level Agreement.

Breakdown requiring a second-line response	Resolution of all breakdowns in compliance to the service Level Agreement.
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*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to water crisis, deficiencies/failures where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above breakdowns and stoppages shall be dispatched from the ACSA IMC (Infrastructure Monitoring and Control department) at (021) 937 1257

Conversely once the problem has been resolved the contractor will advise the IMC (Infrastructure Monitoring and Control department) at (021) 937 1257

Performance Measures

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

An availability target of 99.5% on fire prevention systems its related components is expected on monthly basis.

Measured as the period of breakdown of equipment not performing its intended function.

These KPI will be verified and reviewed 3 months after operation.

Response Times

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

Response to calls logged with IMC will be responded to within 15 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

100% of all after hour breakdowns shall be responded to within 45 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 1.5 hours, unless a special agreement exists with the employer's agent.

Defect free liability Period

Defect free liability period- preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals
Defect free liability period corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period -work	The defect free period will be no less than 12 months or as per OEM specifications.

Maintenance Management

Contractor is expected to adhere to a 90/10 planned vs. unplanned maintenance split on monthly basis.

On arrival to site (airport) to attend to a callout, a contractor need to notify IMC (ACSA Helpdesk at CIAHELPDESK@airports.co.za or +27 (0) 21 937 1257) and notify IMC (ACSA Helpdesk) on completion of the repair work before leaving the site (airport).

Checklists and Logbooks

- Technical checklists and logbooks to be kept and verified by ACSA personnel as per OEM or SABS standard.
- Audits will be performed on ad hoc basis to assess quality of checklists and logbooks.

DAR (Data Analysis and Reporting)

- Monthly feedback report to be compiled and submitted to ACSA Mechanical Maintenance Department stipulating per area cost breakdown, findings and recommendations. This report should state number of failures, availability and reliability of the particular equipment. Daily reports to be available on request.
- If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA Mechanical Maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back on line.
- A technical investigation report of any incident should be submitted within 24 hours to ACSA Mechanical Maintenance Department.
- Inventory control audits reports to be submitted on monthly basis.

Evaluation

Contractors will be evaluated on the following:

Safety & Housekeeping	Safety warning sign in place
	Isolation/ cordon/ Barricading off area
	Apology sign in place
	Store room
Security	ID card always clearly visible
	Clear sign of the name of company
	Low worker turn over

Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Daily inspection of terminal buildings
Finance	Competence of staff
	Quotes submitted within specific timeframe
	Invoices submitted to finance department on time and with correct order numbers
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name on the back for identification. Must be clearly visible.
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents to ACSA safety department on monthly basis	Adhering to OHS Act
	100% compliance

Identification of Contractors On-Site

It is expected that contractors wear visible company uniform when entering the premises as a form of identification

Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components) Etc.
3. Improvement of equipment performance and etc .

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

ACSA endeavour to implement a Computerized Maintenance Management System (CMMS). The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

Improvement Initiatives

ACSA, CTIA, encourages a practice of continual improvement and will welcome any proposal that will reduce the incidence of specific problems or occurrences improve work methodologies and also are of financial benefit to the organization.

Feather Awards (Annual contractors/ service providers awards)

The Feather awards will be awarded on the following basis:

- * Percentage call requests closed within the month within the required contract times.
- * Response time and closure to critical calls.
- * Response time and closure to important calls.
- * Closure of non critical and important calls
- * Quality of workmanship including that of subcontractors.
- * Safety and housekeeping.
- * Responding to requests.
- * Customer/client focus.
- * 100% projects met on deadline.
- * 100% uniform compliance.
- * Absenteeism.
- * Overall Cleanliness rating.
- * Condition of equipment.
- * Non-conformances received.
- * Continued operations improvement initiatives.

Penalty and Incentive scheme

Parties agree that penalties will not be the only/final remedy for poor/non performance. Should an event occur for which a penalty is described, ACSA shall not be limited to claim only the amount stated as the penalty. Under no circumstances will a penalty (even if claimed by ACSA) limit ACSA's, or any other party's legal position to claim for damages against the Contractor as described elsewhere in the Contract.

Parties agree to the following penalty and incentive scheme. This addendum does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience. Only in the event where this penalty and incentive scheme becomes an issue of continuous conflict between parties, may it be terminated by either party giving the other 60 days written notice, without such action impacting on any of the other contract conditions.

Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Regarding the penalties listed in this addendum; ACSA agrees that no event or non-performance that may occur before _____ will be claimed from the contractor as a penalty.

The following penalties and not limited to these shall apply to this contract:

Where a repair cannot be completed within 24 hours due to the unavailability of a particular skill and/or tool and/or spare part.	50% of monthly fee per unit (Unless the unavailability of the skill, tool or spare was agreed to in writing by the Service Manager or his/her duly authorised representative. Only applicable to breakdowns that render one or more Fire prevention system equipment)
Leaving a breakdown incomplete or unattended for another day or shift.	50% of monthly fee per unit (Unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
For each particular sub-system: Not meeting the minimum performance benchmarks for 3 consecutive weeks.	50% of monthly fee per unit (Unless a special arrangement is made with the Service Manager in advance relating to factors beyond the Contractor's control.
Safety infringement (for example: leaving moving machinery exposed or smoking in an undesignated area)	R2 000.00
Non-compliance with the defect free liability period	The full cost of the 2nd repair (including the cost of making use of a 3rd party should ACSA wish to utilise a 3rd party for the subsequent repair)

Notification of penalties

The employer's representative will notify the Contractor in writing of any penalties and also via a non-conformance.

Conformance Report

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

The NCR process below can also be used for all infringements including technical and non-adherence to SLAs. The non-conformance will be valid for 3 months.

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Nonconformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
contractor's Response:			
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
Comments			
Name	Signature	Title	Date
CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
Comments			
Name	Signature	Title	Date

2.2 Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings.

There will be minutes kept for this meeting for record purposes.

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last Thursday of every month at 10:30	SOB ACSA Admin offices	Employer and Contractor.
Overall contract progress and feedback	Monthly on last Thursday of every month at 10:30	SOB ACSA Admin offices	Employer and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. The respondent should submit a company organogram from the Contractor showing his/her people and their lines of authority /communication.

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have fire training /experience and mechanical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Fire Prevention Systems.

For all full-time staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names**
- Proof of qualifications and work experience on maintaining similar equipment system.**

Minimum Staff Schedule and Experience

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

2.4 Provision of bonds and guarantees

NOT APPLICABLE

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself.

The contractor will submit maintenance and inspection reports after each service in report format agreed between the service manager and the contractor.

A list of attainable replacements parts, by part number shall be furnished when requested by Service Manager and the contractor will be responsible to maintain an up-to-date inventory of commonly replaced spare parts by parts number.

2.6 Invoicing and payment

The contractor will submit financial statement on monthly basis. On the last day of each month, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- amount due in respect of VAT;
- the Service Provider's VAT registration number;
- such additional information and/or documentation as the Company may reasonably require from time to time;

Payment will take place within 20 (twenty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on

any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this

Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

Employee Name: _____

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

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

(add other as required)

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically

2.7 Contract Change management

Use of standard forms

Management of the works

It is noted that:

- a) The required labour resources and skills for this contract is prescribed in detail and will not be a measurable in calculating the monthly contract fee. The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in section 1 & 2.3 "The contractor's plan for the service". Only in the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.
- b) the prices per activity are based on the total "package" and should one activity be removed from the contract scope the other prices will be reviewed by the Contractor as well.
- c) personal computers will be purchased by the contractor for administration of the contract.

- d) the contractor to pay for own parking fees, if the contractor's staff are utilising the ACSA public parking.
- e) the contractor to pay telephone costs, if utilising any telephone linked to ACSA telephone network.
- f) the contractor to provide own computers and administration material required to operate during the duration of this contract.
- g) the contractor to pay for own office rental fees, if the contractor's staff are utilising the ACSA office areas.

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Incidents and Events Reports

The contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs.

2.8 Records of Defined Cost to be kept by the Contractor

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. maintenance work (including % of scheduled maintenance work completed)
2. daily checks performed
3. defects report highlighting any apparent defect on the system
4. maintenance plan for the next month
5. the latest spares inventory and
6. any other reports that may be requested by the employer from time to time in order to aid investigations or continuous improvement initiatives.
7. Statement of account indicating financial transactions.

The contractor shall keep copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

2.9 Insurance provided by the Employer

Insurance related issues can be referenced under Part C1.3 section B under insurance claims

2.10 Training workshops and technology transfer

The contractor will perform on job training workshops when required, as well as any obligation for technology transfer being included as part of the service or at the end of the service period.

Training of ACSA staff and/or other stakeholders on Trolley and Trolley Moving Equipment, their Components and its operation

- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

2.11 Design and supply of Equipment

The Contractor ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

2.12 Things provided at the end of the *service period* for the *Employer's use*

2.12.1 Equipment

The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock.

2.12.2 Information and other things

The Contractor grants to the Employer, with effect from the starting date or, in the case of documents or other matters not yet in existence, with effect from the creation thereof (and notwithstanding the Completion or termination of this contract),

- an irrevocable royalty-free non-exclusive license to use all of the documents provided to Provide the

Services (including, but not limited to calculations, computer programmes and other software, drawings, manuals, models and other documents of a technical nature), for any purpose whatsoever, including for the purpose of operating, repairing, maintaining, dismantling, re-assembling and making adjustments to all parts of the Services. The Contractor procures that each Subcontractor executes all and any further documents and takes all and any other actions as may be required in order to give effect to this license.

- After the term service, the contractor shall return all valid permits to the Service Manager including the permits of all contractor staff that had service terminated.

2.13 Management of work done by Task Order

Particular / generic specifications

All work shall conform to all relevant SANS standards, SABS, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled and a roster presented to the Service Manager at the end of the preceding month. All work will be scheduled to accommodate and not to interfere with normal airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

The Contractor shall roster scheduled preventative maintenance activities 3 months in advance. A minimum of one full shift per week for a full maintenance team must be left unscheduled and must be utilised for bringing any work that fell behind due to non-scheduled and/or breakdown maintenance up to date.

During operational hours, down-time of equipment for breakdown/emergency maintenance shall be arranged with the Contract Manager to suit airport operations. Normal airport operational hours may be amended by the Operations Manager from time to time.

Maintenance teams will attend to all scheduled maintenance as well as emergency breakdowns. As a result, night work and weekend will be unavoidable and the Contractor should price accordingly.

The Contractor may not utilise rostered maintenance staff for any other work than that as specifically required under this Contract. This implies that staff dedicated to this contract will not be utilised for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should ACSA benefit by the arrangement.

Apart from all other required maintenance items, the following items are highlighted and should be scheduled accordingly: (The Contractor must ensure that these items are included in his pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs on equipment excluded from this Contract
- Assisting with operations relating to breakdowns on equipment excluded from this Contract
- Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Escorting of other contractors or consultants.
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site

- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained under Health and Safety of this Service Information.

The Service Provider shall:

Comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 27.4 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly

3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE file
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE file
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		
11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under

the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in below:

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

3.3 Quality assurance requirements

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI and ASIB standards.

4 Procurement

Preferential procurement procedures

Requirements: The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

4.1 People

4.1.1 Minimum requirements of people employed

Constraints related to people employed to Provide the Service:

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

4.1.2 BBEE and preferencing scheme

The Contractor to maintain the B-BBEE level for the duration of the contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

Requirements when Subcontracting

Please be specific when subcontracting of the following:

The name of the subcontractor

What tasks are they subcontracted for:

Please also attach CV's under human resources of the personnel the subcontractor will deploy to perform those tasks for this Maintenance Contract.

Compliance with ACSA SHE requirements

4.2.2 Subcontract documentation, and assessment of subcontract tenders

REFERE TO POINT 4.2.1

4.2.3 Limitations on subcontracting

REFERE TO POINT 4.2.1

4.2.4 Attendance on subcontractors

REFERE TO POINT 4.2.1

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Emphasis must be on improving system reliability and on ensuring that roistered maintenance work is indeed performed as and when required. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI ASIB standards.

4.3.2 Correction of defects

When dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 Contractor's procurement of Plant and Materials

It will be the contractor's responsibility to make sure is to order, codify, expedite, freight, import, transport to the Affected Property and deliver and store procured parts and materials in the correct manner before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

The Contractor will respect OEM warrantees to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts and/or other equipment or spares

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. When inspections and tests are to be carried out by agents of the *Employer* overseas, reports and/or certificates must be submitted.

4.3.5 Plant & Materials provided “free issue” by the Employer

All other Plant and Materials related to the service are to be provided or collected/ delivered by the *Contractor* on behalf of the Employer including inspection, storage, care custody and control, return of unused Plant and Materials etc.

5 Working on the Affected Property

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

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment

Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

As part of his duties the Contractor:

Shall ensure that (at his cost) system back-ups are current and available on site (including all required hardware and software that might be necessary to effect restores).

Shall ensure that other faults/issues outside the scope of this contract, but impacting on the Fire Prevention Systems are expedited with the relevant persons.

Shall submit reports to the ACSA Service Manager regarding the cause and resolution of faults within 48 hrs of each eventuality.

Shall maintain an up to date system network configuration drawing and keep it readily available on site.

Shall, within reason, remain up to date with changes to the ACSA Fire Prevention Systems and build professional work relationships with all relevant parties, whether it be OEM or ACSA contractors or other.

5.1 Employer's site entry and security control, permits, and site regulations

ACSA CTIA site is regarded as a National Key Point of Entry

The following National Key Point Requirements shall be adhered to:

- Criminal clearance check
- Zero alcohol tolerance
- Access to site through valid Permits
- Medical Clearance Certification

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

5.2 People restrictions, hours of work, conduct and records

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. The respondent must state what measures are to be taken on the Affected Property.

5.4 Environmental controls, fauna & flora

This matter have been dealt with in the general environmental requirements referred to in section 3 above

5.5 Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information.

Where the Contractor's work may affect or interfere with the activities of the Employer or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

The exchange of information on health and safety matters is particularly important in order to comply with the law as well as with the contract.

5.6 Records of *Contractor's* Equipment

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises and shall be recorded and certified as stipulated under section 3

5.7 Equipment provided by the *Employer*

None

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The *Employer* will provide in the way of power, water, waste disposal, telecoms, ablutions, fire protection and lighting (etc) on the Affected Property.

5.8.2 Provided by the *Contractor*

The *Contractor* is to provide in the way of accommodation, storage, vehicles and office equipment for *its employees* and these are not regarded as any restrictions or minimum requirements concerning the *Contractor's* and shall provide everything else necessary for providing the Service.

5.9 Control of noise, dust, water and waste

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time shall the Contractor:

- allow any palliative or toxic substance to be released into the air or storm water systems interfere with, or put at risk, the functionality of any system or service cause a fire or safety hazard
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

5.10 Hook ups to existing works

None

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contract will be responsible for examining and maintaining CTIA Fire Prevention Systems at least once a month and quarterly respectively or at such longer intervals as may be prescribed by the OEM.

