

BID DOCUMENT FOR CONTRACTOR APPOINTMENT FOR THE MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT

Bid Reference Number: RFQ11933

Issued by

Airports Company South Africa

Chief Dawid Stuurman International Airport and King Phalo Airport

Note:
Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, after which, all references to the term "Tenderer(s)" then become synonymous with the term "Contractor".

NAME OF BIDDER:

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenview, Gauteng, South Africa, 2047

www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

**A contract between Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393**

and Reg. No. ... Vat no.

REG

Contract Number

**Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng,
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C3	Service Information
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Part C4: Site information

C4	Site Information
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C1.1 Form of Offer and Acceptance**Offer**

The employer, identified in the acceptance signature block, wishes to enter into a contract for the
**MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT CHIEF DAWID STUURMAN INTERNATIONAL
 AIRPORT AND KING PHALO AIRPORT FOR A PERIOD OF 3 YEARS**

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 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 exclusive of VAT is R
 Value Added Tax

The total offered amount due inclusive of VAT is R

(in words)

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal H]. In the event of any conflict between the amount above and the Pricing Data [Subtotal D], the latter shall prevail.)

for the Contractor

Signature Date
 Name Capacity

(Name and
 address of
 organisation)

Name and
 signature
 of witness Signature

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.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

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 employer's agent (whose details are given in the contract data) 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.

N 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

Name and address of organisation

Airport Company South Africa SOC Limited,
Western Precinct Aviation Park
O.R Tambo International Airport
1 Jones Road
Kempton Park
GAUTENG
1632

Name of witness Signature

Date

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 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.

For the Employer**For the Contractor**

Signature (s)

Name (s)

Capacity

Name and Address

Airport Company South Africa SOC Limited,
 Western Precinct Aviation Park
 O.R Tambo International Airport
 1 Jones Road
 Kempton Park
 GAUTENG
 1632

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

Name &
 Signature of
 witness

Date

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

C1.2 Contract Data

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - 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:	A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	X1: Price Adjustment for inflation
		X17: Low service damages
		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:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Airport Company South Africa SOC Limited, Western Precinct Aviation Park O.R Tambo International Airport 1 Jones Road Kempton Park GAUTENG 1632
	Tel No.	+27 11 723 1400
10.1	The <i>Service Manager</i> (Site 1) is:	Sandile Zwane
	Address	Chief Dawid Stuurman international Airport Administrator Office, Aeropark Office Complex Block A, 1st floor Allister Miller Drive Eastern Cape 6065
	Tel No.	+27 41 507 7314
	e-mail	sandile.zwane@airports.co.za
10.1	The <i>Service Manager</i> (Site 2) is:	Samkelo Luyenge
	Address	King Phalo Airport 66 Settlers Way, East London, 5201
	Tel No.	+27 43 706 0358
	e-mail	Sam.luyenge@airports.co.za

11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto
11.2(2)	The <i>Affected Property</i> is	Chief Dawid Stuurman International Airport and King Phalo Airport
11.2(13)	The <i>service</i> is	Maintenance of general mechanical equipment, as more fully set out in section C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	working on heights working on moving machinery working with hazardous chemicals working on airside/land side boundary infrastructure
11.2(15)	The <i>Service Information</i> is in	the section titled Service Information included as section 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	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 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	Upon signing of the contract by both parties
30.2	The <i>Service Period</i> is	36 months from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15 th day of each successive month
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 <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	

83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services, Plant and Materials</i> comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services, Plant and Materials</i> and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").</p>																								
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are detailed in section C1.4 to the <i>contract</i> .																								
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.																								
9	Termination	there is no Contract Data required for this section of the <i>conditions of contract</i> .																								
10	Data for main Option clause																									
A	Priced contract with price list	refer to section C2.1 and C2.2.																								
11	Data for Option W1																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 gbandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> </tbody> </table>		Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 gbandi@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. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
W1.4(2)	The <i>tribunal</i> is:	Arbitration																								
W1.4(5)	The <i>arbitration procedure</i> 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)																								

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

The person or organization 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.**

Option A	The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.	
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>. Price adjustment for inflation shall only take place on contract anniversary
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	Total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to:	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> 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 losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</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; <p>infringement of an intellectual property right</p>
X19	Task Order	Task Order shall be issued in line with the Employers Supply Chain Management Policies and governing regulations.

Z(A): The Additional conditions of contract are: Z1-Z19

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 <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> 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:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> 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 <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (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 when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

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

Panel of Adjudicators

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

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

Panel of Arbitrators

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Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

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	BBBEE and Tax Clearance Certificates
Z17.1	The <i>Contractor</i> 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 <i>Service Manager</i> 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 <i>Service Manager</i> 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 <i>Contractor</i> agrees to the following:
Z19.1	As part of this contract the <i>Contractor</i> 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.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by:	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:%
	The <i>subcontracted fee percentage</i> is:%
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name:	
	Responsibility:	Site Manager
	Qualifications:	
	Experience:	
2.	Name:	
	Responsibility:	Technician
	Qualifications:	
	Experience:	
3	Name:	
	Responsibility:	Technician's Assistance
	Qualifications:	
	Experience:	
4	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	

	The plan identified in the Contract Data	In Section C3, the Service Information
	is	
Option A	The <i>price list</i> is	In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is	
	(in words)	

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

1. Insurance requirements for contracts with a value below R 50 million 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 R 50 million 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 damages 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.

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

For OPEX projects and non-construction CAPEX projects on the **airside (aprons, runways, taxiways)**:

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Sub-Contractors

The Contractor shall:

- (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- (b) enforce the compliance by Sub-Contractors with this clause where applicable."

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

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 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.

Part 1 - Activity Schedule

Item no.	Activity Description	Frequency	Quantity (per annum)	Amount (per single item)	Total (per annum)
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, office overheads etc.).	Monthly	12	R	R
2	Insurance (All ACSA required insurance)	Monthly	12	R	R
3	Cell phones	Monthly	12	R	R
4	Airport personnel access permits, airport vehicle access permits and parking fees – <i>provisional sum</i>	Once-off	1	R	R
5	*Tools, equipment and consumables	Monthly	12	R	R
6	All required travelling	Monthly	12	R	R
7	All required labour for preventative maintenance and inspections: Chief Dawid Stuurman International Airport				
7.1	Trolleys and Trolley Pushers	Quarterly	4	R	R
7.2	Automatic Sliding Doors	Quarterly	4	R	R
7.3	Roller Shutter Doors	Biannually	2	R	R
7.4	Mechanical Gates	Quarterly	4	R	R
7.5	Boom gates	Quarterly	4	R	R
7.6	SCBA Equipment	Annually	1	R	R
7.7	Lifting Boom	Biannually	2	R	R
7.8	BA Compressor	Annually	1	R	R
8	All required labour for preventative maintenance and inspections: King Phalo Airport				
8.1	Trolleys and Trolley Pushers	Quarterly	4	R	R
8.2	Automatic Sliding Doors	Quarterly	4	R	R
8.3	Roller Shutter Doors	Biannually	2	R	R
8.4	Mechanical Gates	Quarterly	4	R	R
8.5	Boom gates	Quarterly	4	R	R
8.6	SCBA Equipment	Annually	1	R	R
8.7	Lifting Boom	Biannually	2	R	R
8.8	BA Compressor	Annually	1	R	R

	Preventative Maintenance Sub-Total A (per year)			R	

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Quantity	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/pu blic holiday (R/hour)
1	Site Manager	2	R	R	R
2	Technician/Artisan	2	R	R	R
3	Technician's Assistant	2	R	R	R

All rates to exclude vat. Subject to 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. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Part 2 – After-hours Call-outs

Description	Rate	Qty/year	Total/ year
<u>Chief Dawid Stuurman International Airport:</u> Call-out fee: Includes first hour on site and travelling cost	R	12	R
Technician after hours (after hours rate)	R	6hrs	R
Technician assistant (after hours rate)	R	3hrs	R
<u>King Phalo Airport:</u> Call-out fee: Includes first hour on site and travelling cost	R	12	R
Technician after hours (after hours rate)	R	6hrs	R
Technician assistant (after hours rate)	R	3hrs	R
Labour Sub-Total B (per year)	R		R

Callouts rate must include all required travelling and the **first hour on site**.

Call out fee shall not be applicable when contractors are onsite.

After hours rate shall be applicable for callouts outside normal working hours (07H00-17H00)

Mark-up (third party procured items/services)**Chief Dawid Stuurman International Airport (CDSIA)**

Cost	Mark-up
R 0.00 – R 9, 999.99	%
R 10, 000.00 – R 49, 999.99	%
R 50, 000.00 – R 99, 999.99	%
Greater than R 100, 000.00	%

King Phalo Airport (KPA)

Cost	Mark-up
R 0.00 – R 9, 999.99	%
R 10, 000.00 – R 49, 999.99	%
R 50, 000.00 – R 99, 999.99	%
Greater than R 100, 000.00	%

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote/invoice shall be presented when submitting quotes for approval.

Repairs and Spares Provisional Sum (Chief Dawid Stuurman International Airport)

Description	Cost	Mark up	Total including mark-up
Repairs and spares provisional sum (R 0.00 – R 9, 999.99)	R	%	R
Repairs and spares provisional sum (R 10, 000.00 – R 49, 999.99)	R	%	R
Repairs and spares provisional sum (R 50, 000.00 – R 99, 999.99)	R	%	R
Repairs and spares provisional sum (Greater than R 100, 000.00)	R	%	R
Ad-Hoc Sub-Total C (per year)	R		

King Phalo Airport (KPA)

Description	Cost	Mark up	Total including mark-up
Repairs and spares provisional sum (R 0.00 – R 9, 999.99)	R	%	R
Repairs and spares provisional sum (R 10, 000.00 – R 49, 999.99)	R	%	R
Repairs and spares provisional sum (R 50, 000.00 – R 99, 999.99)	R	%	R
Repairs and spares provisional sum (Greater than R 100, 000.00)	R	%	R
Ad-Hoc Sub-Total C (per year)	R		

Contract value

Below is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

General Mechanical Equipment - twelve-months maintenance expenditure (Chief Dawid Stuurman International Airport)

Description	Total (excluding VAT)
Preventative maintenance Sub-Total A	
Labour cost Sub-Total B	
Ad-Hoc Sub-Total C	
12-months estimated contract value (Sub –Total D)	

King Phalo Airport (KPA)

Description	Total (excluding VAT)
Preventative maintenance Sub-Total A	
Labour cost Sub-Total B	

Ad-Hoc Sub-Total C	
12-months estimated contract value (Sub –Total D)	

Expenditure over 3-year contract including CPI yearly price adjustments (As per Statistic SA)
(Chief Dawid Stuurman International Airport)

Description	Total (excluding VAT)
Sub-total D: year 1	
Sub-total E: year 2 (year 1 plus CPI escalation*)	
Sub-total F: year 3 (year 2 plus CPI escalation*)	
3-years estimated contract value Sub-Total G (excluding Vat)	
Vat (15% of Sub-Total G)	
*3-years estimated contract value Sub-Total H (Sub-Total G plus Vat)	

*this amount to be carried over to Form of Offer and Acceptance.

King Phalo Airport (KPA)

Description	Total (excluding VAT)
Sub-total D: year 1	
Sub-total E: year 2 (year 1 plus CPI escalation*)	
Sub-total F: year 3 (year 2 plus CPI escalation*)	
3-years estimated contract value Sub-Total G (excluding Vat)	
Vat (15% of Sub-Total G)	
*3-years estimated contract value Sub-Total H (Sub-Total G plus Vat)	

*this amount to be carried over to Form of Offer and Acceptance.

Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices- all income groups. **7% escalation should be used for illustrative purposes.**

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the general mechanical equipment at Regional (Coastal) Airports (Chief Dawid Stuurman International Airport and King Phalo Airport) in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The scope entails maintenance of general mechanical equipment at Regional (Coastal) Airports. In brief, maintenance involves servicing, repairs, replacement and system performance tests. The general mechanical equipment comprises of:

- Automatic Sliding Doors;
- Roller Shutter Doors;
- Trolleys and Trolley Pushers;
- Mechanical Gates;
- Lifting Equipment
- Boom gates
- BA Compressor
- SCBA

Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes.

Repairs – responding to breakdowns, call-outs and restoring the equipment to a safe working condition.

Replacement – changing of faulty components or obsolete components with an upgraded part or modification.

System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including interface with other systems, etc.

Automatic Sliding Doors

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) of the automatic sliding doors; comprising of but not limited to: aluminium door leave, glass, controller, motor, rail/track, etc.

Roller Shutter Doors

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the roller shutter doors (combination of manual and automated roller doors); comprising of but not limited to: shaft with springs, motor, gearbox, slats, T-bars, etc.

Trolleys and Trolley Pushers

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the trolleys and trolley pushers); comprising of but not limited to: Frame, braking mechanism, castor wheels, battery, battery charger, etc.

Mechanical Gates

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for mechanical gates including the hanger gate (combination of manual and automated gates including aircraft gates); comprising of but not limited to: gate structure, motor, gearbox assembly, control box, castor wheels, remote controller, turnstiles, automated boom gates, etc.

Lifting Equipment

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for lifting equipment (Scissor lift, lifting tackles, crawl/lifting beams, articulating boom lift, etc)

Boom gates

The supplier will be responsible for servicing, repairing, replacement of the components (where required) for the Boom gates, perform visual inspections for physical damages (barrier arm, housing), Ensuring of safety devices (Loop detectors, photocell and IR Sensors) are working, verification of manual override function,

The supplier will be responsible for servicing, repairing, statutory tests and replacement of components (where required) for SCBA, perform visual inspections on cylinders for dents, cracks, bulges or deep scratches, Check

hydrostatic test dates, verification of cylinder pressure must be at least 90% rated capacity, ensuring of valve handwheel operates smoothly, Perform hydrostatic tests as per DOT/ISO and Legislative standards, Conduct water jet expansion test or Manufacturer approved method, label cylinders with next due date

The supplier will be responsible for servicing, repairing, statutory tests and replacement of components (where required) for the Lifting Boom, perform visual inspections on the lifting boom, conduct a detailed hydraulic system inspections (Pressure checks and Filter replacements), Test operational functions including boom extension/retraction, slewing, and lifting, Verify accuracy of load limit indicators and safety devices.

Extent of the works

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.

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 always – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the 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 trustworthy to perform maintenance activities/procedures for the Works. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to 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 guaranteed for a period of 3 months after completion of work.

All work shall be charged according to 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.

All spares will be charged according to the Activity Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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, unless a special arrangement is made with the Service Manager, all senior staff members and maintenance support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, work suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at Regional Airports-coastal at various locations. Refer to Annex A (schedule of equipment)

PROCUREMENT

Preferential procurement procedures Requirements

The Contractor will respect OEM warranties to ACSA always 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 always.

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 must 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.

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.

Subcontracting

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.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, 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 always 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. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be:

Chief Dawid Stuurman International Airport: Mon-Fri and Sun 06H00 – 22H00; Sat 07H00 – 19H00

King Phalo Airport: Mon-Thu 06H00 – 20H30; Fri 06H00 – 20H30 Sat 08H00 – 18H00; Sun 08H00 – 20H30

Normal working Hours shall be 07H00-17H00

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her 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
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- 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.

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.

Environment

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

Format of communications

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

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 technician 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. All on-site staff leaves shall be reported and agreed with the Service Manager.

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. 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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement.

Electronic payments

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall 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. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next month
4. Asset register up to date including equipment data
5. Outstanding maintenance issues

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

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, or 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, always, familiar with ACSA's safety and security requirements relating to permits 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 if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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.

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

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

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

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 Sprinklers and/or fire prevention system. Care must also be taken 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.

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 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.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Contract start-up proposal	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H

ANNEX A

SCHEDULE OF EQUIPMENT**Chief Dawid Stuurman International Airport****Trolleys**

Item	Number	Manufacturer	Model
1	230 trolleys	WANZL	400/
1	2 Trolley Pushers	Dane Technologies	Quickart M3/M3HD

Lifting Boom

<u>Item</u>	<u>Number</u>	<u>Manufacturer</u>	<u>Model</u>
<u>1</u>	<u>1</u>	Niftylift	120HE
<u>2</u>	<u>1</u>	<u>Skyjack</u>	<u>SJIII 3219</u>

Automatic Sliding Doors

Item	Number	Manufacturer	Model	Location
1	24	DORMA	N/A	INTERNATIONAL ARRIVALS HALL DOOR
2	50	DORMA	N/A	DOMESTIC ARRIVALS HALL DOOR
3	49	DORMA	N/A	DOMESTIC ARRIVALS HALL DOOR
4	48	DORMA	N/A	DOMESTIC ARRIVALS HALL DOOR
5	47	DORMA	N/A	DOMESTIC ARRIVALS HALL DOOR
6	41	DORMA	N/A	ARRIVALS EXIT/ENTRANCE HALL NEXT TO PRIMI
7	39	DORMA	N/A	MAIN ENTRANCE/EXIT HALL DOOR - ARRIVALS
8	37	DORMA	N/A	SAPS PORT OF ENTRY -ARRIVALS AREA -LANDSIDE
9		DORMA	N/A	ARRIVALS ENTRANCE DOOR 1
10		DORMA	N/A	ARRIVALS ENTRANCE DOOR 2
11		DORMA	N/A	ARRIVALS ENTRANCE DOOR 3
12		DORMA	N/A	DEPARTURES NEXT TO VODACOM
13		DORMA	N/A	DEPARTURES NEXT TO FYSFAIR TICKET SALES OFFICE
14		DORMA	N/A	DEPARTURES NEXT TO SAA TEAM LEADER'S OFFICE
15		DORMA	N/A	DEPARTURES NEXT SAA MANAGER'S OFFICE
16		DORMA	N/A	CAR RENTALS AREA - ACSA0010302
17		DORMA	N/A	CAR RENTALS AREA - ACSA0010303
18		DORMA	N/A	CAR RENTALS AREA - ACSA0010307
19		DORMA	N/A	CAR RENTALS AREA - ACSA0010306
20		DORMA	N/A	CAR RENTALS AREA - ACSA0010304
21		DORMA	N/A	CAR RENTALS AREAACSA0010310
22		DORMA	N/A	CAR RENTALS AREAACSA0010305
23		DORMA	N/A	CAR RENTALS AREA - ACSA0010312
24		DORMA	N/A	CAR RENTALS AREA - ACSA0010311

Roller Shutter Doors				
Item	Number	Manufacturer	Model/Type	Location
1	1	HI TECH ROLLER DOORS	UNKNOWN	FRONT -FIRE TRUCK EXIT DOOR 1 ACSA225102 (NEXT TO WATCH ROOM)
2	2	HI TECH ROLLER DOORS	UNKNOWN	FRONT -FIRE TRUCK EXIT DOOR 2 ACSA225107
3	3	HI TECH ROLLER DOORS	UNKNOWN	FRONT -FIRE TRUCK EXIT DOOR 3 ACSA225110
4	4	HI TECH ROLLER DOORS	UNKNOWN	FRONT -FIRE TRUCK EXIT DOOR 4 ACSA225109
5	5	HI TECH ROLLER DOORS	UNKNOWN	FRONT -FIRE TRUCK EXIT DOOR 5 ACSA225106
6	6	HI TECH ROLLER DOORS	UNKNOWN	STORE ROOM - ACSA225122
7	7	DG ROLLER DOORS	UNKNOWN	DISASTER AMBULANCE ENTRY DOOR AT THE BACK- ACSA225104
8		HI TECH ROLLER DOORS	UNKNOWN	WASTE SITE DOOR
9	8	X-PANDA	UNKNOWN	Landside garage doors
10	9	X-PANDA	UNKNOWN	Landside garage doors
11	10	X-PANDA	UNKNOWN	Landside garage doors

Gates		
Item	Model/Type	Location
1		ACCESS GATE - SECURITY GATE 1 - MAIN GATE - AIRPORT PERIMETER - ACSA0010457
2		ACCESS GATE - SECURITY GATE 2 - MAIN GATE - AIRPORT PERIMETER - ACSA0010935
3		ACCESS GATE - SECURITY GATE 3 - MAIN GATE - AIRPORT PERIMETER - ACSA0010456
4		ACCESS GATE - SECURITY GATE 4 - AIRPORT PERIMETER - ACSA0010138
5		ACCESS GATE - SECURITY GATE 5 - AIRPORT PERIMETER - ACSA0010137
6		ACCESS GATE - SECURITY GATE 6 - AIRPORT PERIMETER - ACSA0010151
7		ACCESS GATE - SECURITY GATE 7 - AIRPORT PERIMETER - ACSA0010152
8		ACCESS GATE - SECURITY GATE 8 - AIRPORT PERIMETER - ACSA0010157
9	AUTOMATED GATE	ACCESS GATE - SECURITY GATE 9 - AIRPORT PERIMETER - ACSA0010167
10		ACCESS GATE - SECURITY GATE 10 - AIRPORT PERIMETER - ACSA0010169
11		ACCESS GATE - SECURITY GATE 11 - AIRPORT PERIMETER - ACSA0010168
12		ACCESS GATE - SECURITY GATE 12 - AIRPORT PERIMETER - ACSA0010171
13		ACCESS GATE - SECURITY GATE 13 - AIRPORT PERIMETER - ACSA0010172
14		ACCESS GATE - SECURITY GATE 14 - AIRPORT PERIMETER - ACSA0010173
	AUTOMATED GATE	ACCESS GATE - SECURITY GATE 15 - AIRPORT PERIMETER - ACSA0010173
15		ACCESS GATE - SECURITY GATE 16 - AIRPORT PERIMETER - ACSA0010170
16		ACCESS GATE - SECURITY GATE 18 - AIRPORT PERIMETER - ACSA0010180
17		ACCESS GATE - SECURITY GATE 30 - AIRPORT PERIMETER - ACSA0010165
18		ACCESS GATE - SECURITY GATE 31 - AIRPORT PERIMETER - ACSA0010158
19		ACCESS GATE - SECURITY GATE 35 - AIRPORT PERIMETER - ACSA0010176

20		ACCESS GATE - SECURITY GATE 37 - AIRPORT PERIMETER - ACSA0010174
21		ACCESS GATE - SECURITY GATE 38 - AIRPORT PERIMETER - ACSA0010175
22		ACCESS GATE - SECURITY GATE 39 - AIRPORT PERIMETER - ACSA0010136
23	AUTOMATED GATE	ACCESS GATE - GENERAL AVIATION -
24	AUTOMATED GATE	AERO PARK VEHICLES GATE -
25	AUTOMATED GATE	AERO PARK PEDESTRIAN GATE -
26		LONG TERM PARKING ENTRANCE GATE -LANDSIDE
27		LONG TERM PARKING EXIT GATE - LANDSIDE

King Phalo Airport

Automatic Sliding Doors			
Item	Number	Manufacturer/Control	Location
1	22	Besam ASSA ABLOY	ARRIVAL HALL
2	10	Besam ASSA ABLOY	ARRIVAL HALL
3	1	Besam ASSA ABLOY	ARRIVAL MAIN DOOR
4	59	Besam ASSA ABLOY	DERPATURE MAIN
5	No number	Besam ASSA ABLOY	DERPATURE EAST SIDE
6	97	Besam ASSA ABLOY	BOARDING GATE 4
7	96	Besam ASSA ABLOY	BOARDING GATE 3
8	95	Besam ASSA ABLOY	BOARDING GATE 2
9	94	Besam ASSA ABLOY	BOARDING GATE 1
10	No.5	Dorma	Car Rental
11	No.4	Dorma	Car Rental
12	No.3	Dorma	Car Rental
13	No.2	Dorma	Car Rental
14	No.1	Dorma	Car Rental

Roller Shutter Doors				
Item	Number	Manufacturer	Model/Type	Location
1	91	XPANDA	Roll up	ARRIVAL T.B
2	12	XPANDA	Roll up	ARRIVAL T.B
3	9	XPANDA	Roll up	ARRIVAL SAA BUGGAGE
4	8	XPANDA	Roll up	ARRIVAL KULULA BUGGAGE
5	5	XPANDA	Roll up	BUFFALO CITY TOURISM
6	3	XPANDA	Roll up	SITA OFFICE
7	2	XPANDA	Roll up	ACS ARRIVAL
8	44	XPANDA	Roll up	COSMIC CANDY
9	45	XPANDA	Roll up	SAA TICKET SALES
10	53	XPANDA	Roll up	NATIONAL PRIDE
11	61	XPANDA	Roll up	KULULA TICKET SALES

12	60	XPANDA	Roll up	VODACOM
13	65	XPANDA	Roll up	SUNKISSED
14		BARRIER ANGELUCCI	AUTOMATED	CAROUSEL T. BUILDING
15		BARRIER ANGELUCCI	AUTOMATED	CAROUSEL T. BUILDING
16		BARRIER ANGELUCCI	AUTOMATED	CAROUSEL T. BUILDING
17		BARRIER ANGELUCCI	AUTOMATED	CAROUSEL T. BUILDING
18	RH04	XPANDA	Roll up	RAMP BUILDING
19		XPANDA	Roll up	FIRE STATION
20		XPANDA	Roll up	FIRE STATION
21	1		AUTOMATED	FIRE STATION
22	2		AUTOMATED	FIRE STATION
23	3		AUTOMATED	FIRE STATION
24	4		AUTOMATED	FIRE STATION
24		NO NAME	Roll up	FIRE STATION
24		NO NAME	Roll up	FIRE STATION
24		XPANDA	Roll up	Car Rentals KIOSKS (x9)
24		XPANDA	Roll up	Electrical Complex

Gates		
Item	Model/Type	Location
1	Single with two wheels	Main Gate
2	Double	BP New Gate
3	Double	Complex Entrance
4	Double	29 Approach
5	Double	29 Approach
6	Double	24 Approach
7	Double	06 Approach
8	Double	11 Approach
9	Double	BAC Gate
10	Single	Hanger Gate
11	Single	Cargo Area
12	Double	New Gate

Trolleys

Item	Number	Manufacturer	Model
1	321 Trolleys	WANZL	TRAVEL 400/4
2		WANZL	TRAVEL 300 BL
3	2 Trolley Pushers	Dane Technologies	Quickart M3/M3HD

Lifting Boom

<u>Item</u>	<u>Number</u>	<u>Manufacturer</u>	<u>Model</u>
<u>1</u>	<u>1</u>	<u>Genie</u>	<u>TZ 34-20</u>
<u>2</u>	<u>1</u>	<u>Yunnie Power</u>	<u>YN25GB</u>

ANNEX B**SERVICE LEVEL AGREEMENT****Operational hours**

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be

Chief Dawid International Airport: Mon-Fri and Sun 06H00 – 22H00; Sat 07H00 – 19H00

King Phalo Airport: Mon-Thu 06H00 – 20H30; Fri 06H00 – 20H30 Sat 08H00 – 18H00; Sun 08H00 – 20H30

Normal Working Hours shall be 07H00 – 17H00

Minimum Staffing Schedule

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to automatic sliding doors, roller shutter doors, mechanical gates, trolleys and trolley pushers.

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 automatic sliding doors, roller shutter doors, mechanical gates, trolleys and trolley pusher.

Minimum qualifications of staff**SITE MANAGER**

- At least an N2 in mechanical or electrical Engineering field (or OEM qualification related to the scope of this contract);
- The ability to conduct investigations and supervise/ manage a maintenance team
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 5 years working experience in mechanical equipment (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Representative for the Contractor regarding: attendance of scheduled meetings with Site Manager / Employer's stakeholders, contract management, preparing and submission of monthly reports/incident reports to the Site Manager.

TECHNICIAN / ARTISAN

- At least N2 Certificate in Mechanical or Electrical Engineering field (or OEM qualification related to the scope of this contract)
- Trade test certificate complimenting the above mention field
- Must be in permanent employ of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 3 years working experience in (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Basic PLC knowledge and troubleshooting experience.

TECHNICIAN'S ASSISTANT

- Must be in permanent employ of the company
- Properly trained in category of work that he is required to perform
- Properly trained and have experience working in (motors/ gear box/ steel structure/ lubrication/ control panels etc.);

The Contractor must maintain the following **minimum** staff available when required and should price accordingly:

Skill	Quantity	Frequency
Site Manager	2	When required
Technician/Artisan	2	Planned and Unplanned Maintenance
Technician's Assistant	2	Planned and Unplanned Maintenance

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.

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; <ul style="list-style-type: none"> ➤ Trolleys availability shall be kept at or above 99.5% overall per month. ➤ Trolley Pushers availability shall be kept at or above 99.5% overall per month. ➤ Automatic sliding doors availability shall be kept at or above 99.5% overall per month. ➤ Roller shutter doors availability shall be kept at or above 99.5% overall per month. ➤ Mechanical gates systems availability shall be kept at or above 99.5% overall per month. ➤ Boom gates ➤ Lifting Boom
Response time	90% of breakdowns shall be responded to within: <ul style="list-style-type: none"> ➤ 24 hours from the time the Contractor is notified of the breakdown - during airport normal operational hours ➤ 2 hours from the time Contractor is notified of the breakdown – after airport operational hours
Closure Duration	90% of breakdowns shall be resolved within: <ul style="list-style-type: none"> ➤ 48 hours from the time the Contractor arrives on site – during airport normal operational hours ➤ 48 hours from the time the time Contractor arrives on site - after airport operational hours
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	<ul style="list-style-type: none"> ➤ All breakdowns requiring a second level of response shall be resolved within 48 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

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.

The Contractor must comply and respond to the following:

*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 mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

Low service damages

Low service damages are limited to a maximum of **25% of the fixed cost /month**.

Service level table

<i>Low service damage</i> Description	Amount
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift Not meeting call response and closure time SLA.	R 2 000.00 (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)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

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)
3. 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.

ANNEX C

**OCCUPATIONAL HEALTH AND SAFETY 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) 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 (COLD Act).

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited
Airport Company South Africa SOC Limited, Western Precinct Aviation Park O.R Tambo International Airport 1 Jones Road Kempton Park GAUTENG 1632

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed 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 utilize 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 as per 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.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - 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

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always 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 OHS Act 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 OHS Act 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 OHS Act 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 duly 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, (**Identity Number:**), a duly authorised 16.2 Appointee acting for and on behalf of undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – 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

ANNEX D

**ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).

Substances (HCS)	<ul style="list-style-type: none"> All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, of agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at:

ANNEX E

TOOLS AND SPECIAL 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. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		

ANNEX F

RESOURCE PROPOSAL

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

ANNEX H

SUGGESTED MAINTENANCE PROGRAMME

The Contractor shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

Contractor is to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

As a minimum and where applicable, the Contractor must perform the following:

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance to the OEM requirements.

Maintenance Schedule for General Mechanical Equipment

Automatic Sliding Doors	
Item	Monthly Maintenance Task
1	Check door operator and cover
2	Check door and glass stability
3	Check program selectors
4	Check condition of door seals and weather stripping
5	Check the condition of glazing rubbers
6	Perform the finger protection test
7	Check for proper operation doors should close smoothly and slowly
8	Check floor guides
9	Check belt condition and tension
10	Check door height and adjust
11	Check radars and area covered
12	Check safety beams
13	Check functions
Item	Six-Monthly Maintenance Task
1	Check motor condition and tension
2	Check end pulley tension and condition
3	Check roller condition and adjust
4	Check belt brackets and adjust
5	Check track condition and adjust
6	Check voltages input
7	Check voltages output

Roller Shutter Doors	
Item	Monthly Maintenance Tasks
1	Check all drive motors and ensure that all bolts securing the motor are tight and that the safety chain is in place, if applicable.
2	Check for any oil leaks on motor gearbox if applicable.
3	Check that the sprocket is in a correct position and that the key is secured.
4	Check the condition of the plates
5	Check all cover plates and guides bolts are in place
6	Check if all limits are set correctly

Roller Shutter Doors	
Item	Monthly Maintenance Tasks
7	Check condition of slats
8	Check condition of guides
9	Check operation of the manual overriding chain if applicable
10	Check operation of the door and record if there is noise coming from the door
Item	Six-Monthly Maintenance Tasks
1	Check all drive motors and ensure that all bolts securing the motor are tight and that the safety chain is in place for motorised doors only.
2	Check for any oil leaks on motor gearbox and if oil leaks are present investigate the cause and repair the leak.
3	Check oil level and refill if necessary for motorised doors only
4	Check that the sprocket is in a correct position and that the key is secured, if not reposition the sprocket to the correct position and secure the key.
5	Check that cover plates are in place and replace where required
6	Ensure that all guide bolts are in place and tighten or replace if necessary
7	Remove old lubricant and apply new lubricant on moving parts
8	Clean all exposed parts
9	Ensure that the top slats are secured and in good condition, if not replace the damaged ones.
10	Check all limits and repair if necessary
11	Check the condition of all slats and replace damaged ones
12	Check the condition of the guides and replace damaged ones, remove old lubricant and apply new lubricant
13	Ensure that all electrical wiring is in good condition and safe to operate, if not repair the damages
14	Ensure that all push buttons are operational and clean them if necessary
15	Check operation of the door and record if there is noise coming from the door

Gates	
Item	Three-Monthly Maintenance
1	Obtain permission from security compliance and notify operations and technical help desk on the duration of the maintenance
2	Request operation to open the gate remotely
3	Isolate main electrical panel
4	Clean electrical panel
5	Check that all electrical connections are in a good and safe condition, if not replace damaged cables or equipment
6	Ensure that labelling is still in place and replace if necessary
7	Ensure that the wiring diagrams are enclosed in the panel
8	Open the gate manually from the panel and record the amperage of the motor from the panel
9	Check condition of the control panel and check for any leaks and repair if damaged
10	Check electric motor for excessive noise and if there is noise find the cause and repairs
11	Check condition and position of the buzz bar connector clips and conducting rail.
12	Check if the safety beams are operational, if not immediately repair.
13	Check if all electric motor bolts are still in place and tightened and Check the condition of the concrete base.

14	Check if all electric motor bolts are still in place and tightened and Check the condition of the concrete base.
15	Check condition of the rail and remove the mud from the rail cavity
16	Check condition of the concrete around the rail and repair if necessary
17	Check if all the bolts securing the eclectic motor are in place and tightened.
18	Check the condition of the electric motor concrete base and monitor its stability when the gate stops.
19	Check the oil level on the gear box and refill if necessary
20	Check the tension in the chain and tension accordingly
21	Check condition of the master link and repair if necessary
22	Clean and lubricate the chain if necessary
23	Check condition of the braking system and repair if worn out
24	Check condition of the sprockets
25	Check the structure of the gate for loose bolts and tighten accordingly
26	Check condition of wheels and axles, and lubricate all bearings
27	Check the tension on the springs in the supporting wheels and tension if necessary
28	Check if all pop reverts are still in place and paint the gate if necessary
29	Check condition of the mesh fence and razor wire
30	Check operation of which
31	Unwind which cable using the remote control and check its condition
32	Lubricate the bearings on the winch drum
33	Open and close the gate from the panel, if applicable
34	Push open and close the gate, if applicable
35	Open the gate using the winch system, if applicable
36	Leave the gate in an open position
37	Request operations to close the gate remotely
38	Notify security compliance, the technical and operations help desk when finished.

Luggage Trolleys and Trolley Pushers	
Item	Three-Monthly Maintenance
1	Conduct break test
2	Check functionality of the break arm and adjust when required
3	Check antistatic chain and replace when required
4	Check condition of the rear wheel and replace when required
5	Check safety signage and replace when required
6	Wash all trolleys
7	Ensure that the trolley pusher battery and control compartment are locked with padlock
8	Test batteries and battery charger
9	Inspect general condition of the trolley pusher

Lifting Booms	
Item	Six-Monthly Maintenance
1	Conduct break test
2	Check functionality of the break arm and adjust when required
3	Check antistatic chain and replace when required
4	Check condition of the rear wheel and replace when required
5	Check safety signage and replace when required
6	Wash all trolleys
7	Ensure that the trolley pusher battery and control compartment are locked with padlock
8	Test batteries and battery charger
9	Inspect general condition of the trolley pusher

C4 Site Information

No site information is supplied with this contract.