



TENDER REFERENCE NUMBER: CTIA7677/2024/RFP

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF PROJECT: REPAIRS AND MAINTENANCE OF LIFTS & ESCALATORS FOR A PERIOD OF 5 YEAR AT CAPE TOWN INTERNATIONAL AIRPORT, INCLUDING REBURBISHMENT PROJECTS

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number:)

for **REPAIRS AND MAINTENANCE OF LIFTS & ESCALATORS FOR A PERIOD OF 5 YEAR AT CAPE TOWN INTERNATIONAL AIRPORT, INCLUDING REBURBISHMENT PROJECTS**

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C1.1 Forms of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

REPAIRS AND MAINTENANCE OF LIFTS & ESCALATORS FOR A PERIOD OF 5 YEAR AT CAPE TOWN INTERNATIONAL AIRPORT, INCLUDING REBURBISHMENT PROJECTS

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	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former 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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder 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 Bidder 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.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

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

Name of witness signature

Schedule of Deviations

1 Subject

 Details

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2 Subject

 Details

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3 Subject

 Details

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4 Subject

 Details

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5 Subject

 Details

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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 Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

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:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options:	X1 Price Adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order X20: Key performance indicators 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 (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
	Tel No.	021 935 2000
10.1	The <i>Service Manager</i> is:	Thulani Vanqa
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
	Tel No.	021 935 4380
	e-mail	Thulani.Vanqa@airports.co.za

11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>service</i> is	The Maintenance of 45 lifts, 5 hoist, 2 platform lifts and 30 escalators including small capex projects, 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	<p>1 Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users</p> <p>2 Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects</p> <p>3 Work in confined spaces</p> <p>4 Work with flammable and toxic gases</p> <p>5 Refer to Annexure E for more risks</p> <p>6 Transfer of scope from contract to work orders.</p>
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	The date of signature of the contract by ACSA
30.2	The <i>Service Period</i> is	Sixty (60) Months after signing of the contract by ACSA
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	between the 1st and 15th 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	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and (ii) the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies						
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.						
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.						
8	Risks and insurance	Refer to ANNEX W						
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.						
10	Data for main Option clause							
A	Priced contract with price list							
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.						
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> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)			
Name	Location	Contact details (phone & e mail)						



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

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate’s Bar Council or his nominee or successor
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	the Chairman of Johannesburg Advocate’s Bar Council or his nominee (or successor)

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
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	As per the Service Information (C3) – Annex I section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex I
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	The total of the incurred losses and/or damages caused to the property
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the incurred losses and/or damages caused to the property
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 the excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the The total of the incurred losses and/or damages caused to the property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X 20.1	The incentive schedule for Key Performance Indicators is in	- As per the Service Information (C3) – Annex I section 7

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, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z2 Providing the Service: Delete core clause 20.1 and replace with the following:**
- Z2.1** The *Contractor* provides the *service* in accordance with the *Service Information* and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service Information* or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 **Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.
- Z8. Performance Bond: The following amendments are made to clause X13:**
- Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.
- Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- Z9. Limitation of liability: Insert the following new clause as Option X18.6:**
- Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
- Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses

- Z10. Cession, delegation and assignment**
- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:

- Z12.1.1.** 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;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** 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, gratuities, 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.
- Z13. Confidentiality**
- Z13.1.** 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*, whose consent shall not be unreasonably withheld.
- Z13.2.** 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*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** 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;
- Z13.3.3.** 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);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. Employer's Step-in rights**
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. 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.

Z15. Liens and Encumbrances

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

Z16. Intellectual Property

Z15.1 Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the *service* and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

Z15.4 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.

Z15.5 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:

Z15.5.1 the *Contractor's* *service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the *service* is provided.

Z15.6 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.

Z17. Dispute resolution: The following amendments are made to Option W1:

Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following

words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.

Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:

Z16.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”

Z16.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”

Z17 **Day:**

Z17.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z18 **Safety**

Z18.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z18.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:

Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z18.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to RPF (Form C6)
1	SITE SUPERVISOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	LIFT MECHANIC	
	Name:	
	Qualifications relevant to this contract	



Experience

**3 Competent operator
(Operative/Assistant)**

Name:

Qualifications relevant to this contract

Experience

**4 LIFT INSPECTOR (ON AN
ADHOC BASIS)**

Name:

Qualifications relevant to this contract

Experience



11.2 The following matters will be 1.
included in the Risk Register

2.

3.

4.

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6.

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
Cape Town International Airport Southern Office Block, Administration Building 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatory/ Principal Contractor”

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are

covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the 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 use 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,

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) 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



AIRPORTS COMPANY
SOUTH AFRICA

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

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

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) be affected with Insurers and on terms approved by the Employer.

- (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.
- If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

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 assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.



C2.2 Price List

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder 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.

PRICING SCHEDULE 1: PREVENTIVE MAINTENANCE (Refer Scope of Works)

Refer annexure B – all work to be done during working hours (08:00 – 17:00).

(NB: Maintenance cost schedule to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle. Also on site person attending to adhoc or standby person attending to after hour adhoc breakdowns.)

SUB TOTAL A Elevators:

LIFT/ESC NO.	CTE NO.	MAKE	TYPE	NO. OF FLOORS	Price/Month	Price/year Excl VAT
H01	CTH495	Nuline	Trolley / Goods	5		
H02	SL1179	Nuline	Goods	2		
H03	SL1180	Nuline	Firearm hoist	2		
H04	SL54556	Nuline	Trolley / Goods	4		
H05	SL54559	Nuline	Trolley / Goods	4		
L02	4163	Schindler	Passenger	4		
L04	4165	Schindler	Passenger	4		
L05	4166	Schindler	Passenger/Goods	5		
L06	4168	Schindler	Passenger/Goods	5		
L07	4169	Schindler	Passenger/Goods	5		
L08	4170	Schindler	Passenger/Goods	5		
L09	4172	Schindler	Passenger/Goods	3		
L10	4171	Schindler	Passenger/Goods	3		
L11	4173	Schindler	Trolley / Goods	3		
L12	4174	Schindler	Trolley / Goods	3		
L13	4176	Schindler	Passenger	3		
L14	4175	Schindler	Passenger	3		
L15	4177	Schindler	Passenger/Goods	4		
L16	4178	Schindler	Passenger	2		
L17	4179/SL002	Schindler	Passenger	2		
L18	4162	Schindler	Passenger	2		
L19	4164	Schindler	Passenger	2		
L20	SL008	Schindler	Passenger/Goods	2		
L21	SL009	Schindler	Passenger/Goods	2		
L22	4216	Nuline	Wheelchair lift	2		
L23	08/L2403	Schindler	Passenger	4		
L24	08/L2399	Schindler	Passenger	4		
L25	3434	Schindler	Passenger	5		
L26	3435	Schindler	Passenger	5		
L27	3433	Schindler	Passenger	5		
L28	3432	Schindler	Passenger	5		
L29	CTE4060	Sabiem	Passenger	2		
L30	CTE4241	Sabiem	Passenger	2		



AIRPORTS COMPANY
SOUTH AFRICA

L31	08/L2412	Schindler	Passenger	2		
L32	NL0234	Nuline	Passenger	2		
L33	2662	Mitsubishi	Passenger	2		
L34	08/L3516	Schindler	Passenger/Goods	3		
L35	2660	Mitsubishi	Passenger	3		
L36	L4347	Schindler	Passenger	5		
L37	L4348	Schindler	Passenger	5		
L38	L4350	Schindler	Passenger	5		
L39	L4349	Schindler	Passenger	5		
L40	L4353	Schindler	Passenger	5		
L41	L4351	Schindler	Passenger	5		
L42	116	Kone	Passenger	4		
L43	CTE5116/CH6504	Swisatec	Passenger	2		
L44	SL0442	Nuline	Passenger	3		
L45	SL0890	Schindler	Passenger	2		
			PLATFORM LIFT 08470	3		
			PLATFORM LIFT H00033	1		
SUB TOTAL A(LIFTS) EXCL VAT						

SUB TOTAL B Escalators:

LIFT/ESC NO.	CTE NO.	OEM	Unit size (mm or kg)	NO. OF FLOORS	Steps	Handrail	Price/Month	Price/year Excl VAT
E01	364	Schindler	9600	2	118	49932mm		
E02	365	Schindler	9600	2	118	49932mm		
E03	375	Schindler	9600	2	118	49932mm		
E04	374	Schindler	9600	2	118	49932mm		
E05	368	Schindler	4800	1	70	30000mm		
E06	369	Schindler	4800	1	70	30000mm		
E07	377	Schindler	4800	1	70	30000mm		
E08	376	Schindler	4800	1	70	30000mm		
E09	373	Schindler	9600	2	118	49932mm		
E10	372	Schindler	9600	2	118	49932mm		
E11	366	Schindler	7810	1	70	28970mm		
E12	367	Schindler	4800	1	99	42100mm		
E13	378	Schindler	4500	1	71	31130mm		
E14	379	Schindler	3000	1	71	31130mm		
E15	370	Schindler	3000	1	56	25120mm		
E16	371	Schindler	3000	1	56	25120mm		
E17	E298	Mitsubishi	3000	1	56	25120mm		
E18	E297	Mitsubishi	3000	1	56	25120mm		
E19	E348	Mitsubishi	3000	1	56	25120mm		

E20	E295	Schindler	3000	1	56	25120mm		
E21	E296	Mitsubishi	6800	1	90	38039mm		
E22	E386	Schindler	6800	1	90	38039mm		
E23	385	Schindler	4800	1	70	28970mm		
E24	387	Schindler	4800	1	70	28970mm		
E25	389	Schindler	4270	1	63	27928mm		
E26	391	Schindler	4270	1	63	27928mm		
E27	390	Schindler	4800	1	70	28970mm		
E28	392	Schindler	4800	1	70	28970mm		
E29	393	Schindler	4800	1	70	28970mm		
E30	299	Mitsubishi	4500	1	70	28970mm		
SUB TOTAL B (ESCALATORS) EXCL VAT								

NB: (a) All labour required during normal working hours and will not be charged extra. This is inclusive of fault finding, providing root cause analysis reports and conducting corrective maintenance.

(b) Preventive maintenance shall not be done on decommissioned assets or assets undergoing refurbishment.

CALL OUT FEE, DIAGNOSTIC AND REPAIR RATES – (Day to day breakdowns)

Call out fee will be part of normal maintenance costs and no additional call out fee will be added on normal breakdowns during operational hours or after hours, weekends and public holidays.

All rates part of normal monthly maintenance for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware, and consumables) Onus is on the contractor to price correctly per escalator and elevator on the monthly maintenance cost section under pricing.

All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

Call outs, Diagnostic and Repair rates by on site technician or standby technician after hours not chargeable.

SUB TOTAL C : DEEP CLEANING OF ESCALATORS (INCLUDING STEPS) (Refer Annex B)

LIFT/ESC NO.	CTE NO.	OEM	Unit size (mm or kg)	NO. OF FLOORS	Steps	Handrail	Price/year Excl VAT
E01	364	Schindler	9600	2	118	49932mm	
E02	365	Schindler	9600	2	118	49932mm	
E03	375	Schindler	9600	2	118	49932mm	
E04	374	Schindler	9600	2	118	49932mm	
E05	368	Schindler	4800	1	70	30000mm	
E06	369	Schindler	4800	1	70	30000mm	

E07	377	Schindler	4800	1	70	30000mm	
E08	376	Schindler	4800	1	70	30000mm	
E09	373	Schindler	9600	2	118	49932mm	
E10	372	Schindler	9600	2	118	49932mm	
E11	366	Schindler	7810	1	70	28970mm	
E12	367	Schindler	4800	1	99	42100mm	
E13	378	Schindler	4500	1	71	31130mm	
E14	379	Schindler	3000	1	71	31130mm	
E15	370	Schindler	3000	1	56	25120mm	
E16	371	Schindler	3000	1	56	25120mm	
E17	E298	Mitsubishi	3000	1	56	25120mm	
E18	E297	Mitsubishi	3000	1	56	25120mm	
E19	E348	Mitsubishi	3000	1	56	25120mm	
E20	E295	Schindler	3000	1	56	25120mm	
E21	E296	Mitsubishi	6800	1	90	38039mm	
E22	E386	Schindler	6800	1	90	38039mm	
E23	385	Schindler	4800	1	70	28970mm	
E24	387	Schindler	4800	1	70	28970mm	
E25	389	Schindler	4270	1	63	27928mm	
E26	391	Schindler	4270	1	63	27928mm	
E27	390	Schindler	4800	1	70	28970mm	
E28	392	Schindler	4800	1	70	28970mm	
E29	393	Schindler	4800	1	70	28970mm	
E30	299	Mitsubishi	4500	1	70	28970mm	
SUB TOTAL C (ESCALATORS) EXCL VAT							

Deep cleaning will take place every 2nd year per escalator. Calculation below:

SUB TOTAL C (ESCALATORS) per year EXCL VAT: x 2 =/5 =

..... (Amount to use in Year 1 calculation before CPI increase)

SUB TOTAL D :

SUB TOTAL E : PROVISIONAL SUMS

Provisional Sums will be re-imbursed on proven cost

Item no.	Activity Description	Total/year Excl VAT
1	Airport personnel access permits, vehicle airside access permits and induction/ security awareness training.	R 15 000
2	Safety File	R 5 000

Sub-Total E Excl VAT	R20 000
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NB: When claiming for provisional costs, supporting documents shall be attached to the claim. All payments are done at proven cost and shall be on pre-approval basis.

Below is the costs per person for Airside Induction and general security awareness training which needs to be included above costs pending your amount of resource. Please note all staff that coming to do work at the airport for planned maintenance, breakdowns or repairs will require to do general security awareness and will have to have a valid permit. Permit price per person with 2 icon for phone and tools R356.52 excl Vat.

<u>Online Courses</u>	<u>COURSE COST</u>	<u>Total Incl. Vat</u>
SAFETY- Airside Induction (AIT INTIAL)	R2 103,60	R2 419,14
SAFETY- Airside Induction Refresher (AIT Refresher)	R960,00	R1 104,00
General Security Awareness (GSAT)	R960,00	R1 104,00

SUB TOTAL F: LIFT INTERCOM SYSTEM

Intercom system needs to work with a Sim card that will be prepaid, and airtime needs to be monitored on the GSM unit and will have to be topped up during the 5 year.

Supply and Installation of GSM

LIFT/ESC NO.	CTE NO.	MAKE	TYPE	NO. OF FLOORS	GSM Installation Price Once off	GSM Monitor Price/year Excl VAT
H01	CTH495	Nuline	Trolley / Goods	5		
H02	SL1179	Nuline	Goods	2		
H03	SL1180	Nuline	Firearm hoist	2		
H04	SL54556	Nuline	Trolley / Goods	4		
H05	SL54559	Nuline	Trolley / Goods	4		
L02	4163	Schindler	Passenger	4		
L04	4165	Schindler	Passenger	4		
L05	4166	Schindler	Passenger/Goods	5		
L06	4168	Schindler	Passenger/Goods	5		
L07	4169	Schindler	Passenger/Goods	5		
L08	4170	Schindler	Passenger/Goods	5		
L09	4172	Schindler	Passenger/Goods	3		
L10	4171	Schindler	Passenger/Goods	3		
L11	4173	Schindler	Trolley / Goods	3		
L12	4174	Schindler	Trolley / Goods	3		
L13	4176	Schindler	Passenger	3		
L14	4175	Schindler	Passenger	3		
L15	4177	Schindler	Passenger/Goods	4		
L16	4178	Schindler	Passenger	2		
L17	4179/SL002	Schindler	Passenger	2		
L18	4162	Schindler	Passenger	2		
L19	4164	Schindler	Passenger	2		
L20	SL008	Schindler	Passenger/Goods	2		



AIRPORTS COMPANY
SOUTH AFRICA

L21	SL009	Schindler	Passenger/Goods	2		
L22	4216	Nuline	Wheelchair lift	2		
L23	08/L2403	Schindler	Passenger	4		
L24	08/L2399	Schindler	Passenger	4		
L25	3434	Schindler	Passenger	5		
L26	3435	Schindler	Passenger	5		
L27	3433	Schindler	Passenger	5		
L28	3432	Schindler	Passenger	5		
L29	CTE4060	Sabiem	Passenger	2		
L30	CTE4241	Sabiem	Passenger	2		
L31	08/L2412	Schindler	Passenger	2		
L32	NL0234	Nuline	Passenger	2		
L33	2662	Mitsubishi	Passenger	2		
L34	08/L3516	Schindler	Passenger/Goods	3		
L35	2660	Mitsubishi	Passenger	3		
L36	L4347	Schindler	Passenger	5		
L37	L4348	Schindler	Passenger	5		
L38	L4350	Schindler	Passenger	5		
L39	L4349	Schindler	Passenger	5		
L40	L4353	Schindler	Passenger	5		
L41	L4351	Schindler	Passenger	5		
L42	116	Kone	Passenger	4		
L43	CTE5116/CH6504	Swisatec	Passenger	2		
L44	SL0442	Nuline	Passenger	3		
L45	SL0890	Schindler	Passenger	2		
SUB TOTAL F(LIFTS) EXCL VAT						

PRICING SCHEDULE H Summary for one (1) year

Description	1 year Total (excluding VAT)
Sub-Total A: LIFTS	
Sub-Total B: Escalators	
Sub-Total C: Cleaning of Escalator (New item)	
Sub-Total D: Spares	
Sub-Total E: Provisional Sum	
Sub-Total F: GSM Monitor Price/year (new Item)	
TOTAL Excl VAT for Year 1	

NB: The contract will be subjected to CPI increase on its anniversary date.

Period	Rand value
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	Annual escalation	
Year 1	0%	
Year 2 (Year 1 + annual escalation)	4.5%	
Year 3 (Year 2 + annual escalation)	4.5%	
Year 4 (Year 3 + annual escalation)	4.5%	
Year 5 (Year 4 + annual escalation)	4.5%	
Once off GSM installation		
Refurbishment Project		
Total Contract Value for the Five (5) Year Contract – Excluding VAT (to be carried to the Form of offer)		

Bidders are reminded that this amount is for illustrative purposes only and that the Employer 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/Pricing Schedule as provided above.

LABOUR RATES

Bidders to provide following labour rates that will be applied to adhoc works.

This is not to be included in the Pricing Schedules.

All rates to exclude vat. Subject to agreement between the Employer 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. The contractor will be compensated according to the contractor's repair rate provided in the table below and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control.

Item	Description	Normal Working Hours (R/hour) 08:00 – 17:00	After hours (R/hour)		
			Weekday 17:00 - 08:00	Saturday	Sunday / Public Holiday
1	Site Manager				
2	Lift Mechanic				
3	Competent operator (Operative/Assistant)				
4	Field Engineer				

NB: All labour required will not be charged extra.

*The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for shall fill in any other activity with prices for “other” activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. Should an alternative not be presented, the offer will be deemed as the contractor’s optimal proposal for which they will be liable for.

Provision for refurbishment projects made under contract as per Escalator Refurbishment Scope.

**All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).

***It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.

****Incentives and Low service damages will be applicable as per the Low service damages table and Incentive table in this contract

All rates to exclude VAT. Subject to an 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.

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 experience and applicable competencies as per OEM and all legislations in the maintenance Lifts and Escalators. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Lifts and Escalators.

Note the following minimum below as per standardised Mechanical resources per infrastructure:

Lifts and Escalators

Site Manager	
Completed Apprenticeship in the trade of Lift Mechanic • Electrical or Mechanical Trade test; or Electrical/Mechanical N5 • Any Occupational Health and Safety Training Certificate	<ul style="list-style-type: none"> • Min 3 years experience post qualification in Maintenance or Installation of Lifts/Escalators/Passenger conveyors • Min 2 years supervisory experience • Minimum 2 years experience of OHS
Technician	
Completed Apprenticeship in the trade of Lift Mechanic • Electrical or Mechanical Trade test; or • Electrical/Mechanical N5	Min 3 years experience post qualification in Maintenance or Installation of Lifts/Escalators
Competent operator (Operative/Assistant)	



Mechanical or Electrical N2	Min 1 year experience in maintenance of electrical or Mechanical Equipment • 1 Year experience on OHS
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CALL OUT + DIAGNOSTIC AND REPAIR

NOTE:

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during hours technician/artisan/assistants, or any applicable resource are on site.
- d) Call outs are not chargeable during working hours' technician/ assistants are on site (08:00 – 17:00) Monday to Friday.
- e) The contractor will be compensated according to the contractor's repair rate provided in the above table B and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T) .
- f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

ADHOC COSTS – Variable

The Adhoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment, For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Manager or his authorized representative or the Site Manager. PR and Orders for work done will be issued by the employer as soon as possible. Any additional work (not covered elsewhere in the contract) will be charged at the above rates.

iii) SPARES and MARK -UP

*Spares will be managed using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

- Management of inventory by the contractor as per ACSA inventory procedure

Spares: The rates and prices entered for each item includes for all work and other things necessary to complete the item. Price list/ Asset register for Elevators and Escalators.

Spares:

Description	Total (excluding VAT)
Subtotal C- provisional sum for spares	9 000 000-00

Inventory:

The contractor shall provide spare parts for repair of each unit and ensures the supply of replacement parts that are manufactured by the original equipment manufacturers(OEM) or parts that are confirmed as equivalent by the Contractor shall be approved by ACSA representative, The contractor shall have sufficient spares readily available for delivery and installation/repairs for all elevators and escalators. Maintenance under this contract shall provide a constant, high quality service to properly protect all equipment from deterioration and to provide constant peak performance of all elevators and escalators, resulting in a minimum down time to the system.

A list of attainable replacements parts, by part number shall be furnished when requested by Service Manager and the contractor will be responsible to maintain and up to date inventory. The parts shall be kept on stock and if not, the contractor must source the required spare and be available within 24 hours. The contractor will be responsible for providing all the critical spares foreseeable for the use of elevators and escalators.

The table below depicts the parts envisaged for the usage of both elevators and escalators but does not limit the service provider to provide a full comprehensive list for spares inventory throughout the duration of the contract. The applicable spares list shall be provided on monthly bases to determine the stock levels.

Critical list spares:

Elevator Spares

<u>Material</u>	<u>Quantity</u>	<u>Part number</u>
Brake Prints	8	591840
Spirator Unit	6	5913777
Sematic Landing Door Lock device	9	59350257
Sematic Tension Pulley For tooth belt	2	5931837
Sematic Door lock Roller	20	5913384
Aircord SHORT	10	Local Supply
Aircord LONG	10	Local Supply
Lonic Print 3.Q	5	591882
Axis Print 34.Q	10	594408
Sematic Door Motor GR63X55	10	5913416
IDD Door Drive Motor	7	5931667
Encoder	7	593082
Sematic Door Drive Controller	5	5913430
LONI-BV Control	2	59313441



Sematic Car Skid	5	
Mayr Brakes	17	5965081
Car Scanner	6	593260
Speed Governor GBP 1.6 m/s	1	830491
Speed Governor GBP 1.0 m/s	1	830489
Return Pulley for Speed Governor	2	104513
VF44 Drive	4	5940790
VF33 Drive	5	5940580
Fixed Door Contact/IP20 Switch	10	5913487
Moving Door Contact	10	5913486
Landing Button Print	10	
power supply 24V	2	
EBBIO 1.Q	2	
12 V 12A BATTERY	4	
12V 7,5A BATTERY	18	
Bi-STABEL Switch	20	
ALSIS	2	
FERMATOR DOOR LOCK	10	
Door Contacts	10	997950
Door Shoes	20	59300308
Door Shoes	10	52300999
Lock Contacts	5	52301014
SW-MIC	5	538607
SLIPPER-DE	20	52301091
INTERLOCKING SEMATIC	10	

Escalator Spares

<u>Material</u>	<u>Quantity</u>	<u>Part number</u>
Friction Belts	10	298524
Yellow Straight LIners	50	319900
Rollers for Friction Belts	12	
End piece for combs Left side	40	898515
End piece for combs Right side	40	898516
Combs	62	9107061
PEM Print	8	398765
Escalator Solenoid Brake	6	897200
Escalator Drive	2	57913697
"L" piece Yellow Liners Left	50	319901
Schindler Steps	10	468549
escalator emergency brush	4	

Bidder to complete

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

**The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation.*

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of lifts and escalators at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will maintain all lifts and escalators at Cape Town International Airport as minimum described in the Overview of the works below. The Contractor will be appointed directly by the Airports Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements. The Contractor will be fully responsible for obtaining (and keeping up to date with) latest technology for improving the service and functionality of Elevators and Escalators.

Cape Town International Airport and Service Provider will enter into a Type -C contract agreement which cover labour parts and materials and well as emergency service.

However, under this comprehensive contract the following matters and obligations will be fully covered by the service Provider:

- I. Callouts(breakdowns) in case of malfunction that does not arise from misuse of the equipment.
- II. Cover parts replacement due to wear and tear

Exclusions of obligations of the Service Provider

The following matters are specifically excluded from the scope of Service Provider obligations and the employer/owner agree to indemnify Service Provider in respect of these matters.

Maintenance or replacements parts necessitated by

- I. Negligence on the part of any person not employed by Service Provider.
- II. Maintenance or any work of any nature on the equipment by any person not being employed by Service Provider without their written authorisation.
- III. Malfunction of parts or components not supplied by Service Provider.
- IV. Vandalism, misuse or manhandling of the equipment, whether wilful or not.
- V. Force Majeure
- VI. Power failure of power variance, including power surges.

Scope of work

The works entails the following:

- Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes.
- Minor Repairs – responding to breakdowns by maintenance personnel and restoring the equipment to a safe working condition.
- Major Repairs – responding to major breakdowns that require special skills and that cannot be executed by the maintenance personnel and restoring the equipment to a safe working condition.
- Call outs – attend to general call outs for fault finding and restore equipment into safe working conditions.

Scope (Refurbishment Project)

Supply and fit main drive chain, Supply and fit handrail drive, OEM handrail 1699 Slimline, OEM Handrail vukanizing kit 2 and labour left and right handrail joints for 13 escalators at Cape Town International airport. List below of the 13 escalators.

LIFT/ESC NO.	CTE NO.	OEM	Unit size (mm or kg)	DESCRIPTION OF LOCATION	Steps	Handrail
E05	368	Schindler	4800	CTB from 2nd floor check-in counters to 3rd floor food court Mugg & Bean (North)	70	30000mm
E06	369	Schindler	4800	CTB from 3rd floor food court Mugg & Bean to 2nd floor check-in counters (North)	70	30000mm
E07	377	Schindler	4800	CTB from 2nd floor check-in counters to 3rd floor food court KFC (South)	70	30000mm
E08	376	Schindler	4800	CTB from 3rd floor food court KFC to 2nd floor check-in counters (South)	70	30000mm
E19	E299	Mitsubishi	7810	International Boarding Area	70	28970mm
E13	378	Schindler	4800	3rd floor food court to 2nd floor security checkpoints	70	28970mm
E14	379	Schindler	4800	4th floor food court to 2nd floor security checkpoints	70	28970mm
E15	370	Schindler	4270	1st floor domestic arrivals to T5 ground floor	63	27928mm
E16	371	Schindler	4270	1st floor domestic arrivals to T5 ground floor	63	27928mm
E17	E298	Mitsubishi	4800	International Security Check Point	70	28970mm
E18	E297	Mitsubishi	4800	Immigration	70	28970mm
E21	E295	Mitsubishi	4800	Customs	70	28970mm
E22	E296	Mitsubishi	4500	Customs	70	28970mm

Note: Allow to swap other escalators in CTB or Parkade with above ones as long as the price is within the approve Capex pricing.

Acceptance of Price: The Employer and his representatives reserve the rights to the following•

- Offer no guarantee that the lowest price will be recommended for acceptance or accepted

- Price submission shall be judged on quality, price and deliver

Equipment Life Span

- ❖ The life span of the Lift and Escalator is 15 years (refer to **Annex C** for the list and life span)
- ❖ The list of equipment commissioning year has been provided on **Annex B**.

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Lifts

- ❖ Daily Inspection
- ❖ Monthly maintenance
- ❖ Two Monthly Maintenance
- ❖ Tri-Monthly Maintenance
- ❖ Six Monthly Maintenance
- ❖ Two Yearly Inspection/Test
- ❖ Two Yearly Inspection/Test/Annexure
- ❖ Two Yearly Annexure B Inspection

And recommended the below preventive maintenance for the Escalator:

- ❖ Daily Inspection
- ❖ Monthly maintenance
- ❖ Two Monthly maintenance
- ❖ Tri-Monthly maintenance
- ❖ Six Monthly maintenance
- ❖ Two Yearly Annexure B Inspections
- ❖ Two Yearly deep cleaning and step cleaning
- ❖ One Yearly Spot rust protective painting of escalators trusses

Specific Maintenance

The contractor will provide complete maintenance and service on Schindler Elevators and Escalators, Mitsubishi Elevators and Escalators and Nuline, Kone, Swisatec and Emirates Elevators.

The contractor shall provide all necessary qualified labour, supervision and will be required to furnish inspection, preventative maintenance activity, emergency service and maintenance records of repair work performed and spare parts utilised.

The service provider shall deep cleaning and spot rust protection painting of escalators trusses and elevator rails, and maintain machine spaces clean at planned intervals.

The service provider shall cover all requirements under contract including maintenance standards of the Elevators and Escalators and inspection sheet.

The contractor shall ensure that defects are identified and reported during inspection or service on elevators and escalators i.e. Function of fire control, lighting (car lights and steps lights) and intercom.

Furthermore, Contractor will be expected to be present for essential power simulation and testing during predetermined intervals that will be communicated to the contractor.

Condition of the plant

The maintenance history of the equipment has been logged with ACSA Integrated maintenance centre.

- ❖ The list breakdowns and faults experienced and the estimated time for repair on both Lifts and Escalators are listed on **Annexure H**.
- ❖ The preventative maintenance previously performed on both Lifts and Escalators for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue them.

- ❖ A sample of root cause analysis for the assets has been attached on **Annex G**. Also, the root cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

Site Information

- ❖ The Lifts and Escalators are in the Central Terminal Building, Domestic Arrivals, Domestic Departure, International Arrivals, International Departure, Southern Office Building, Business Office Park(Oval) and Parkades at Cape Town International Airport (refer to Annexure A for a full list of equipment).
- ❖ The Terminal layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

Maintenance of these lifts and escalators shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ❖ Maintenance of lifts and escalators – SANS 53015: 2010/EN13015:2001, SANS1543:2016 including applicable OHS Act regulations 7 for Lifts, Escalators and Passenger Conveyor, driven machinery and engineering standards. There will be a need to review the maintenance regime due to equipment age, model and technical installation specification, where additional work may be necessary.
- ❖ ACSA maintenance procedure for People Movers - D080 020M as provided in **Annex N**.
- ❖ The preventative maintenance previously performed on both lifts and escalators actual work orders, ACSA Integrated maintenance centre can be contacted.
- ❖ The contractor shall maintain a record of services carried out and make it available to Service Manager as when it is required. The supply of lubricants, tools and equipment necessary for carrying out the scope of work shall meet OEM and contract requirements.
- ❖ The service maintenance activities shall include or cover all concerned parts related to elevators and escalator but not limited to the list below:

All work shall be carried out by qualified/certified elevator and escalator staff supervised by the contractor. The Artisan and supervisory personnel shall be specifically trained and have through experience in the the maintenance of these types of elevators and escalators detailed in the scope of work.

Safety Related Provisions and guidelines that are required by law or imparted during routine training must be observed. The contractor personnel must comply with the requirements and responsibilities related to SANS 53015: 2010/EN13015:2001, SANS1543:2016 including applicable OHS Act regulations 7 for Lifts, Escalator and Passenger Conveyor, driven machinery and engineering standards. Before starting work, the customer/operator must be notified. In addition, it must be ensured that those additional measures considered necessary in the light of the units surroundings (according to EN13015) when required the instant support for the maintenance staff must be made available (according to EN13015).

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

The service Artisan has to make his own decision on any additional work that has to be carried out. The service Artisan is responsible for the safety and cleanliness of the installation.

Access to site

- ❖ Airside/Induction training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ Permission must be obtained from ACSA operations and IMC before an equipment can be handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- ❖ Airside/Induction training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.
- ❖ Personal Protective Equipment should be issued before the commencement of work.

Risk

The are some of the risks identified but not limited to the below and to **Annex E** list.

Current Guarantees and warranties to be maintained:

- ❖ Annex V - N/A

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 OEMs for lifts and escalators at Cape Town International Airport are as follows:
Schindler, Mitsubishi, Nuline, Kone, Otis, Swisatec and Sabiem.

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for lifts and escalators.

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 the Employer and the Contractor from time to time.

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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in lifts and escalators maintenance activities/procedures in the area. 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 be 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.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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 on-site 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, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at Cape Town International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures Requirements

The Contractor will respect OEM warranties to the Employer 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 step chains and/or other equipment or spares.

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

Subcontracting

The main contractor will be responsible for all Works (or failure to affect the Works) included in this contract 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 **from 04:00 to 24:00** for every day of the year, but will be confirmed/amended by the Service Manager from time to time. Down-time of lifts and escalators for routine maintenance shall be arranged with the Operational Manager to suit airport operations.

The contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with Airport Operations. A technician and assistant to be on site from Monday to Friday during normal working hours 08:00 till 16:00 for breakdown call outs. All other hours will be off site call outs by Standby crew as per Service Level Agreement (SLA).

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.)

Response Times:

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

100% of all breakdowns shall be responded to within 15 minutes for onsite team. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

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

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

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

Closure Duration:

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

95% of all breakdowns will be restored to good working condition within 1,5hrs, unless a special agreement exists with the employer's agent. In the event of any Elevator and Escalators or its related component being unavailable, it will be the sole responsibility of the Contractor to advise the IMC (Infrastructure Maintenance Management Centre) as well as Contract Manager immediately.

All responses to the above breakdowns and stoppages shall be dispatched from ACSA IMC at (021) 9371257. Conversely once contractor is on site and the problem has been resolved the contractor will advise the IMC at (021) 9371257.

Performance Measure:

An Availability target of 99.5% on Elevators and Escalators and its related components is expected on a monthly basis.

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 the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer 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 providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to passenger loading bridges
- 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
- Training of ACSA operators and/or technicians
- Training of check-in of passenger loading bridges staff
- 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
- Safe / legal disposal of used and irreparable spares

The 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

Service Information

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, inventory 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.

The following minimum shall apply to resourcing:

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

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

During operational hours, the Contractor shall have sufficient personnel on-site to successfully attend to at least two simultaneous breakdowns such as the Artisan and Semi-skill personnel and a standby to be made available after working hours/during callouts to attend to emergency breakdowns, where a lift or escalator is partially functional.

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

- a) is suitable qualified and experienced to resolve breakdowns and system stoppages of nature that would require a person with intermediate lifts and escalators, electronics and Mechanical training to resolve.
- b) Is suitable qualified and experienced to work on any electrical control panel and mechanical components.
- c) Is able to successfully interact with OEM "hotline" personnel and ACSA Helpdesk Personnel
- d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and is able to successfully interact with airport operational staff and airport management.

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

As part of his duties the Contractor:

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

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 meetings.

Electronic payments

The Contractor should arrange with the Employer'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 but not limited to:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance

9. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for at least 5 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 the Employer's 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 the Employer'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 the Employer 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.

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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 steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered

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reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). 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.

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

- a) does not share equity holding with the tenderer; and
- b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?
- e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).
- f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Applicable
Equipment life span	Annex C	Applicable
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	Applicable
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Lift and Escalator Spares List	Annex M	Applicable
ACSA maintenance procedure for Lifts and Escalators - D080 020M	Annex N	Applicable
Lifts and Escalators – standard operating procedure	Annex O	Applicable
Maintenance of Lifts and Escalators – Electrical lockout procedure	Annex P	Applicable
Cape Town International Airport – operating instruction for Lifts and Escalators	Annex Q	Applicable
Lifts and Escalators - Fire Emergency procedure	Annex R	Applicable
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Inventory management procedure	Annex U	Applicable
Guarantees and warranties to be maintained	Annex V	N/A
Insurance Requirements	Annex W	Applicable

ANNEX A

SCHEDULE OF EQUIPMENT

List of Elevator assets:

LIFT/ESC NO.	CTE NO.	MAKE	TYPE	NO. OF FLOORS	DESCRIPTION OF LOCATION
H01	CTH495	Nuline	Trolley / Goods	5	MSP
H02	SL1179	Nuline	Goods	2	Central terminal, 2nd floor check-in counters to baggage hall
H03	SL1180	Nuline	Firearm hoist	2	Central terminal, check-in counters to baggage hall
H04	SL54556	Nuline	Trolley / Goods	4	P1 south
H05	SL54559	Nuline	Trolley / Goods	4	P1 north
L02	4163	Schindler	Passenger	4	Central terminal, Ground floor to 3rd floor Mugg & Bean
L04	4165	Schindler	Passenger	4	Central terminal, Ground floor to 3rd floor Going to KFC
L05	4166	Schindler	Passenger/Goods	5	South side, ground to 4th floor check-in counters for Goods/delivery
L06	4168	Schindler	Passenger/Goods	5	South side, ground to 4th floor check-in counters for Goods/delivery
L07	4169	Schindler	Passenger/Goods	5	South side, ground to 4th floor check-in counters for Goods/delivery
L08	4170	Schindler	Passenger/Goods	5	South side, ground to 4th floor check-in counters for Goods/delivery
L09	4172	Schindler	Passenger/Goods	3	South side, ground to 2nd floor check-in counters for trolleys
L10	4171	Schindler	Passenger/Goods	3	South side, ground to 2nd floor check-in counters for trolleys
L11	4173	Schindler	Trolley / Goods	3	South side, ground to 2nd floor check-in counters for trolleys
L12	4174	Schindler	Trolley / Goods	3	South side, ground to 2nd floor check-in counters for trolleys
L13	4176	Schindler	Passenger	3	2nd floor boarding gates to 4th floor VIP lounges
L14	4175	Schindler	Passenger	3	2nd floor boarding gates to 4th floor VIP lounges
L15	4177	Schindler	Passenger/Goods	4	South side, 1st to 4th floor check-in counters for Goods / Wheelchair



L16	4178	Schindler	Passenger	2	2nd floor domestic departures to c-gates
L17	4179/SL002	Schindler	Passenger	2	Domestic arrivals T5
L18	4162	Schindler	Passenger	2	Central terminal, next to Woolworths Ground floor to 2nd floor check-in counters
L19	4164	Schindler	Passenger	2	Central terminal, next to CNA Ground floor to 2nd floor check-in counters
L20	SL008	Schindler	Passenger/Goods	2	North side goods delivery, ground floor to 1st airlines offices
L21	SL009	Schindler	Passenger/Goods	2	North side goods delivery, ground floor to 1st airlines offices
L22	4216	Nuline	Wheelchair lift	2	4th floor JOC to AMC
L23	08/L2403	Schindler	Passenger	4	Southern Office Block
L24	08/L2399	Schindler	Passenger	4	Southern Office Block
L25	3434	Schindler	Passenger	5	Parkade 2 Lobby B (left)
L26	3435	Schindler	Passenger	5	Parkade 2 Lobby B (right)
L27	3433	Schindler	Passenger	5	Parkade 2 Lobby A (right)
L28	3432	Schindler	Passenger	5	Parkade 2 Lobby A (left)
L29	CTE4060	Sabiem	Passenger	2	CIP lounge
L30	CTE4241	Sabiem	Passenger	2	International Arrivals (old air namibia)
L31	08/L2412	Schindler	Passenger	2	International Arrivals (MTN)
L32	NL0234	Nuline	Passenger	2	Smoking Lounge bidvest
L33	2662	Mitsubishi	Passenger	2	International bussing gate area
L34	08/L3516	Schindler	Passenger/Goods	3	International Goods Receiving
L35	2660	Mitsubishi	Passenger	3	International Arrivals (immigration area)
L36	L4347	Schindler	Passenger	5	Parkade 1 ground to 4th floor south side LOBBY A
L37	L4348	Schindler	Passenger	5	Parkade 1 ground to 4th floor south side LOBBYA
L38	L4350	Schindler	Passenger	5	Parkade 1 ground to 4th floor north side LOBBY B
L39	L4349	Schindler	Passenger	5	Parkade 1 ground to 4th floor north side LOBBY B
L40	L4353	Schindler	Passenger	5	Parkade 1 ground to 4th floor north side LOBBY C
L41	L4351	Schindler	Passenger	5	Parkade 1 ground to 4th floor north side LOBBY C
L42	116	Kone	Passenger	4	Oval Building (Airport Entrance)



L43	CTE5116/CH6504	Swisatec	Passenger	2	Domestic Arrivals (wheelchair)
L44	SL0442	Nuline	Passenger	3	Emirates lounge
L45	SL0890	Schindler	Passenger	2	New Bidvest lounge lift B-gates
	08470		Platform lift	3	2 nd floor JOC to 4 th floor JOC
	H00033		Platform lift	1	C-gates 1 st to ground floor

List of Escalators assets

LIFT/ESC NO.	CTE NO.	OEM	Unit size (mm or kg)	NO. OF FLOORS	DESCRIPTION OF LOCATION	Steps	Handrail
E01	364	Schindler	9600	2	CTB from ground floor to 2nd floor check-on counters-North	118	49932mm
E02	365	Schindler	9600	2	CTB from ground floor to 2nd floor check-on counters-North	118	49932mm
E03	375	Schindler	9600	2	CTB from 2nd floor check-in counters to ground floor -North	118	49932mm
E04	374	Schindler	9600	2	CTB from ground floor to 2nd floor check-on counters-South	118	49932mm
E05	368	Schindler	4800	1	CTB from 2nd floor check-in counters to 3rd floor food court Mugg & Bean (North)	70	30000mm
E06	369	Schindler	4800	1	CTB from 3rd floor food court Mugg & Bean to 2nd floor check-in counters (North)	70	30000mm
E07	377	Schindler	4800	1	CTB from 2nd floor check-in counters to 3rd floor food court KFC (South)	70	30000mm
E08	376	Schindler	4800	1	CTB from 3rd floor food court KFC to 2nd floor check-in counters (South)	70	30000mm
E09	373	Schindler	9600	2	CTB from ground floor to 2nd floor check-on counters-South	118	49932mm
E10	372	Schindler	9600	2	CTB from 2nd floor check-in counters to ground floor -South	118	49932mm
E19	E299	Mitsubishi	7810	1	International Boarding Area	70	28970mm
E20	E348	Schindler	4800	1	International Boarding Area	99	42100mm
E23	386	Schindler	4500	1	P1 from 1st floor to ground	71	31130mm
E24	385	Schindler	3000	1	P1 from 1st to 2nd floor	56	25120mm



E25	387	Schindler	3000	1	P1 from 2nd to 1st floor	56	25120mm
E26	389	Schindler	3000	1	P1 from 2nd to 3rd floor	56	25120mm
E27	391	Schindler	3000	1	P1 from 3rd to 2nd floor	56	25120mm
E28	390	Schindler	3000	1	P1 from 3rd to 4th floor	56	25120mm
E29	392	Schindler	3000	1	P1 from 4th to 3rd floor	56	25120mm
E30	393	Schindler	3000	1	CIP lounge	70	28970mm
E11	366	Schindler	6800	1	2nd floor domestic departure to C-boarding gates	90	38039mm
E12	367	Schindler	6800	1	2nd floor down to C-gates on ground floor	90	38039mm
E13	378	Schindler	4800	1	3rd floor food court to 2nd floor security checkpoints	70	28970mm
E14	379	Schindler	4800	1	4th floor food court to 2nd floor security checkpoints	70	28970mm
E15	370	Schindler	4270	1	1st floor domestic arrivals to T5 ground floor	63	27928mm
E16	371	Schindler	4270	1	1st floor domestic arrivals to T5 ground floor	63	27928mm
E17	E298	Mitsubishi	4800	1	International Security Check Point	70	28970mm
E18	E297	Mitsubishi	4800	1	Immigration	70	28970mm
E21	E295	Mitsubishi	4800	1	Immigration	70	28970mm
E22	E296	Mitsubishi	4500	1	P1 from ground to 1st floor	71	31130mm

ANNEX B

Equipment Commissioning Dates

Escalators and Lifts

Esc. no	Year of installation	Lift no	Year of installation	Lift no	Year of installation
E1	2009	L10	2009	L44	2015
E10	2009	L11	2009	L5	2009
E11	2009	L12	2009	L6	2009
E12	2010	L13	2009	L9	2009
E13	2009	L14	2009	L28	2009
E14	2009	L15	2009	L29	2009
E15	2009	L16	2009	L36	2009
E16	2009	L17	2009	L40	2009
E17	2002	L18	2009	L41	2009
E18	2002	L19	2009	L43	2009
E19	2007	L2	2009	L7	2009
E2	2009	L20	2009	L8	2009
E20	2002	L21	2009	H1	2006
E21	2002	L22	2009	L45	2018
E22	2009	L23	2001	H2	2005/2022 upgrade
E23	2009	L24	2001	H3	2005/2022 upgrade
E24	2009	L25	2006	H4	2009
E25	2009	L26	2006	H5	2009
E26	2009	L27	2009		
E27	2009	L30	1992		
E28	2009	L31	2009		
E29	2009	L32	2009		
E3	2009	L33	2002		
E30	2009	L34	2006		
E4	2009	L35	2002		
E5	2009	L37	2009		
E6	2009	L38	2009		
E7	2009	L39	2009		
E8	2009	L4	2009		
E9	2009	L42	1999		

Equipment Life Span

Escalators

According to the data dictionary the useful life of escalators is 15 years.

Lifts

According to the data dictionary the useful life of escalators is 20 years.

ANNEX D

Site Information

Description

The services are situated inside the International arrivals, All departure Central Terminal Building, Domestic Arrivals, Parkade 1 and Parkade 2, Southern Office Block Building and Business Office Park (Oval) of Cape Town International Airport.



ANNEX E

Service Information

Risk assessment

OHS Risks

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Occupational injuries	Working on heights	Fall protection plan	Fall arrest system (safety harness used for working on height above 2 meter).
2	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
3	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
4	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
5	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
6	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area
7	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Injury due to Unsafe lifting equipment	Scissor lift not safe	Annual load test	Annual load test
8	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Hearing loss	Noise generated from the aircraft	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.



9	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Aircraft damage, fatalities	Moving Machinery	Training, Procedure	Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
10	Operations: M&E	Mechanical	Maintenance of lifts and escalators	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
11	Operations: M&E	Mechanical	Maintenance of lifts and escalators	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work
12	Operations: M&E	Mechanical	Maintenance of escalators	Environmental	Cleaning steps	Procedure	Washbay will be identified for cleaning of steps so that oily water do not go into the stormwater drains.

Administrative Risks

Risk Number	Risk Description
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract

8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be payed on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2(Changes in the law)

ANNEX F

Previously completed Planned Maintenance

The list of preventative maintenance previously performed with activities on the Lifts and Escalators can be requested from ACSA Integrated maintenance centre. All Annexure copies and record books for lifts and escalators are on site at each lift on top and each escalator pit.

ANNEX G

Root cause analysis

Root cause analysis must be done for each failure and the form is per below must be handed over after closing any works.

5 WHY

Date:	Notification Number	Equipment/Machine Name	Reported By
<input style="width: 95%;" type="text"/>			

Equipment Number/ACSA barcode
<input style="width: 95%;" type="text"/>

--





1. Description of the problem / incident: (describe the end state or effect)

2. What has caused this problem?

What did you See; Hear;
Smell; Feel??

Just
Solve

1	

WHY?

Evidence



2	

WHY?

Evidence

3	

WHY?

Evidence



4	

WHY?

Evidence



5	

WHY?

Evidence





3. What was done to fix the problem or to get the process to continue.

--

Root Cause

4. Proposed preventative measures

Damage Code	
Dirty	
Erratic Operation	
Faulty Indication	
Flow	
Jammed	
Leaks	
Loose	
Noisy	
Out of Control Limits	
Out of Position	
Physically Damaged	

Corrective Activity		
Adjusted		
Aligned		
Calibrated		
Cleaned		
Investigated		
Lubricated		
Temporary Mod		
Removed		
Repaired		
Replaced		
Reset		



Pressure		Tightened			
Temperature		Setup			
Trips					
Utility/ Service Failure					
Vibrates					
Will Not Reset					
Will Not Run					
Other					

Name:

Sign:

ANNEX H

Estimated times for breakdowns/faults

Lifts

Item #	Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system
1	Doors went fatal	5.5
2	Error message reset	8.75
3	Obstruction in track	3.3
4	Bearing replacement	24
5	Sleeve repairs	24
6	Door lock faults	20
7	Loose or jammed cam	5.5
8	Door repairs and alignment	46
9	Replace safety shoes	24
10	Release safety gear	24
11	Car guide shoes worn out	1
12	Door closure damage	2
13	Adjusted float on car	1.5
14	New drive replacement	30



15	Brake repairs	11.3
16	Low voltage	1
17	Update software	6
18	Communication problem	10
19	Door sensor fault	.5
20	Missing node	1.5
21	Overload	1
22	Print faulty	1.5
23	Door drive comms lost	.5
24	Reset drive error	2
25	Switch stop button faulty	1.4
26	Door motor overheating	2.5
27	Slack rope contact	1
28	Replace landing door roller	2
29	Adjust lock roller	1
30	Motor on thermal overload	1
31	Other: Unforeseen breakdown	
32	Other: Unforeseen breakdown	
33	Other: Unforeseen breakdown	

Escalators

Item #	Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system
1	Reset	16.65
2	Handrail repairs	13
3	Brackets bend damage rollers	40
4	Obstruction in comb plate	13
5	Align step chain and steps	8
6	Install friction belt	14
7	Replace brake solenoid	1.5
8.	Straighten friction rollers	6
9	Main drive chain switch trip	2
10	Sprocket bearings seized	8
11	Drive chain replacement	60
12	Oil on skirt panels	.5



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13	Retention main drive chain	.5
14	Other: Unforeseen breakdown	

ANNEX I

Service Level Agreement

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of Lifts and Escalators for routine maintenance shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations. A technician and assistant to be on site from Monday to Sunday during working hours 08:00 till 17:00 for breakdown call outs. All other hours will be off site call outs as per Service Level Agreement (SLA).

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

Skill	Days per week	Hours
Site Manager/Supervisor	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Lift Mechanic	7	Mon-Sun (08:00-17:00) and whenever deemed necessary by the Employer
Competent operator (Operative/Assistant)	7	Mon-Sun (08:00-17:00) and Whenever deemed necessary by the Employer or the Artisan
Lift Inspector (On an Adhoc Basis)	Whenever deemed necessary	Whenever deemed necessary

* The Contractor must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

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 scheduling 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.

2. Availability, mean time before failure and mean time to repair

The Contractor must comply with the following minimum system performance benchmarks:

Minimum qualifications of staff for duration of contract



Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
Lift Mechanic	<ul style="list-style-type: none"> Completed Apprenticeship in the trade of Lift Mechanic Electrical or Mechanical Trade test; or Electrical/Mechanical N5 	<ul style="list-style-type: none"> Min 3 years experience post qualification in Maintenance or Installation of Lifts/Elevators/Passenger conveyors
Site Supervisor	<ul style="list-style-type: none"> Completed Apprenticeship in the trade of Lift Mechanic Electrical or Mechanical Trade test; or Electrical/Mechanical N5 Any Occupational Health and Safety Training Certificate 	<ul style="list-style-type: none"> Min 3 years experience post qualification in Maintenance or Installation of Lifts/Elevators/Passenger conveyors Min 2 years supervisory experience Minimum 2 years experience of OHS
Competent operator (Operative/Assistant)	Mechanical or Electrical N3 And Safety Training Certificate	<ul style="list-style-type: none"> Min 1 year experience in maintenance of electrical or Mechanical Equipment 2 Year experience on OHS
Appointment of company with SANAS accreditation. (Lift Inspector)		
Mechanical Engineer	SAQA Accredited BTech Mechanical AND ECSA registered PRTECH (Mechanical)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.
Control Engineer	SAQA Accredited BTECH Electronics/Mechatronics AND ECSA registered PRTECH (Electronics/Mechatronics)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.

*The Period of review shall be Monthly.

Item	Benchmark*
Lifts and Escalators Overall System - Availability	Availability must be a minimum of 99.5% per month.
Lifts and Escalators Overall System - MTTR	0.517 Hrs.
Lifts and Escalators Overall System - MTBF	48 Hrs.
% of planned maintenance completed per month	100%

Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 working days from date of issuing to contractor (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day from date of issuing to contractor (Issued by ACSA either by mail or manual collection)

3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying to source the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time
In a case where the lift or escalator stuck and not moving.	30 minutes during normal
In a case where someone is stuck in a lift.	15 minutes during normal
In a case where the lift or escalator stuck and not moving or someone stuck in a lift.	45 minutes after hours

Description	Call Response time	Call Closure Time
Breakdown requiring a field engineer	8 hours	24 hours
Breakdown requiring major repairs	8 hours	72 hours

4. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

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

There are no current (the time of this bid) warranties and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- Contract shall be Audited and Assessed the from time to time.
- The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.
- Quarterly contract performance evaluation on the intranet by the contract manager after quarterly assessment with the contractor

6. Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

The Low Service Damages table does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT. This addendum may not be terminated for convenience.

The Employer must notify the Contractor in writing/via e-mail of its intention to impose low service damages within 30 days of an event or the Employer will lose its right to impose the low service damages. Should the Employer not impose low service damages for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to impose low service damages for similar future events. Under no circumstances shall low service damages be regarded as the only action the Employer may take against the Contractor or the only amount it may claim from the Contractor.

Low Service Damages Table

Low service damages table 1		
Legislative and Administrative		
Item	Low service	*Damages per incident
1	Failure to issue and wear personal protective equipment (PPE)	R 200.00 to R 20,000.00
2	Failure to conduct safety induction training for all personnel on or visitors to the site	
3	Working on site without attending safety induction training	
4	Failure to maintain valid letter of good standing with the Compensation Commissioner	



5	Failure to keep a visible and legible copy of the OHS Act on the site
6	Failure to fully stock the first aid box in accordance with all risks identified in the site safety file and risk register
7	Failure to keep the site safety file up to date at no less than a monthly frequency
8	Failure to disclose or report any first aid cases, near miss, minor/major/fatal injuries as prescribed by the OHS Act
9	Failure to adhere to safe work procedure(s) as stipulated in the Hazard Identification and Risk Assessment and safety plan
10	Failure to maintain records and registers as per the OHS Act and all applicable regulations
11	Failure to conduct and record all audits and inspections as required by legislation
12	Keeping and using un-serviced fire equipment on site
13	Failure to make use of ablution facilities
14	Failure to remove personnel from site who are (or appear to be) under the influence of intoxicating or impairing substances (such as alcohol or drugs)
15	Failure to close out previously raised non-conformances
16	Failure to make and update appointments required by legislation
17	Failure to adhere to the OHS Act of 1993 and its regulations
18	Unauthorised water connections
19	Unauthorised connections to fire main
20	Unauthorised electrical connections
21	Unauthorised use of passenger luggage trolleys Such as use of luggage trolleys for purposes other than to transport luggage
22	Unauthorised and/or unlawful disposal of spoilt materials, waste, used spares/parts, etc.
23	Unauthorised dumping/disposal/deposit of any liquid or solid waste into storm water or sewer mains
24	Non-compliance with environmental specifications
25	Non-compliance with safety specifications OR safety infringements Refer to Annexes

*To be decided by a representative of ACSA Safety Department or a representative of ACSA Environmental Management Department, or both, depending on the scope of impact of the infringement and who are duly authorised by the Employer to impose Low Service Damages

Low service damages table 2		
Service Levels		
Item	Low service	Damages
1	Failure to maintain minimum staffing levels on site without prior authorisation by the Service Manager	R 500.00 per role per day
2	Failure to meet response time as per service level benchmarks	R 3,000.00 per infringement
3	Failure to meet closure duration as per service level benchmarks	R 3,000.00 per infringement
4	Failure to maintain defect free period through poor workmanship on corrective or preventative maintenance tasks	R 3,000.00 per infringement

5	Where a repair is delayed by 1 calendar day or more due to the unavailability of a spare part without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00	
6	Leaving a breakdown unattended or incomplete for another day without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00 per infringement	
7	Failure to perform 100% of all required preventative maintenance tasks per month	R 5,000.00	
8	Total breakdowns requiring a second level of response exceeding the limit of 3 per month	R 2,500.00 per breakdown	
9	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; the Lifts shall be kept at or above an availability of 99.5% overall per month and the escalators shall be kept at or above an availability of 99.5% per month		
	Failure to achieve % availability, % of maintenance value will be deducted	94% - 89%	-2%
		88% to 90%	-3%
		85 to 87%	-5%
		84% to 80%	-10%

Continuous Improvement Program and the Computerized Maintenance Management System (CMMS)
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.

An improvement in the availability of the infrastructure
An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
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.

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

7. Incentives and Continuous improvement

Item No.	Achieved Availability per Month	Payment presentence
1	Consistent availability of 99.5% - 100.00% over twelve consecutively months and saving cost through innovate ideas.	Contractor to be payed only 10% of cost saved in the year as a result of their innovative ideas and consistently meeting target of 99.5%-100%)

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.

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

8. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T**. In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

ANNEX J

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)

This form is in C1.3 in this contract and must be filled in by the contractor.

ANNEX K

Minimum Maintenance Programme

The Tenderer shall include a minimum maintenance program that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions.

Maintenance Tasks for Elevator: (By Contractor)

Asset Group	Activity	Frequency
Elevator (EVA)	Inspection	Daily (D)
	Maintenance	Monthly (M)
	Maintenance	Bi- Monthly (2M)
	Maintenance	Tri-Monthly (3M)
	Rope Inspection	Six Monthly (6M)
	Inspections/Tests	2-Yearly (2Y)
	Annexure B inspections	2-Yearly (2Y) or Contractor change
Escalator (ESC)	Inspection	Daily (D)
	Maintenance	Monthly (M)
	Maintenance	Bi- Monthly (2M)
	Maintenance	Tri-Monthly (3M)
	Rope Inspection	Six Monthly (6M)
	Inspections/Tests	2-Yearly C
	Annexure B inspections	2-Yearly (2Y) or Contractor change

Inspection Schedule per Asset

Asset Group	FAOR	FACT	FALE	FAPE	FAEL	FAGG	FABL	FAKM	FAUP
Elevator (EVA)	Y	Y	Y	Y	Y	Y	Y	Y	Y
Escalator (ESC)	Y	Y	Y	N	N	N	N	N	N

Maintenance Tasks for Elevator



Activity	Task Description	Frequency	Trade	Outage
Inspection	1) Perform daily visual inspection - of the elevator functionality	Daily (D)	MECH/ELEC	NOT REQD
Maintenance	1) Safety checks the condition and the correct functionality of the elevator installation in the motor room, car, shaft and pit. Perform lubrications. 2) Check if records required as per SANS 50081-and lift, escalator and passenger conveyor regulations are in place.	Monthly (M)	MECH/ELEC	REQD
Maintenance	1) Car - Adjust, overhaul, renew or replace car door	Two Monthly (2M)	MECH/ELEC	REQD



	components, counterweight suspension, compensation chain, and clean			
Maintenance	<ol style="list-style-type: none"> 1) Shaft - Adjust, overhaul, renew or replace landing door components, shaft pit switches, buffers, sheaves, limit switches, boards, compensating sheaves, ropes and chain. 2) Lubricate car counterweight guides, landing doors. 3) Clean – landing tracks, sills, car track, car sill, hinges and closers 	Tri-Monthly (3M)	MECHELEC	REQD
Maintenance	<ol style="list-style-type: none"> 1) Motor room – adjust, overhaul, renew, replace controller electrical components, brake system, speed governor 2) Lubricate – gears, motor bearings, sheaves, divertors, governor and brake 3) Clean – Machine, motor, gears, governor and all fans 	Tri-Monthly (3M)	MECHELEC	REQD
Inspection	1. STATUTORY- Perform suspension ropes inspection and record results (where applicable). Lubricate and clean ropes,	Six Monthly (6M)	MECHELEC	REQD



	door drive			
	2. STATUTORY- Update the logbook and keep in a safe place			
Inspection/Test	LIFT CAR 1) Emergency Telephone plate fitted? (main landing & car) 2) Load plate fitted in car. (No / Persons / Kg) 3) Lift identification number displayed in lift car. 4) Alarm / Intercom in working order (with and without power)? 5) Enough ventilation apertures? Car Fan working if fitted? 6) Car Door Reversal device operational and tested? 7) Car / landing door Mechanical Lock and Electrical contacts? 8) Car / landing door Mech. Lock and Electrical contacts on auxiliary doors? 9) Car and landing doors eccentric alignment correct? 10) Door open button on COP working? 11) Door closing force and kinetic energy within limits? (150N and 10J or 4J) 12) Car lights enough? (100 Lux)	Two Yearly (2Y)	MECH	REQD



	<p>13) Condition of car interior, floor covering. (trip or slip hazards)</p> <p>14) Handrail fitted & secure? (on two sides for disabled persons)</p> <p>15) Floor Levels correct? (all landings)</p> <p>16) Car door guides / alignment / gaps within limits? (6-10mm)</p> <p>17) Toe Guard – apron fitted to the car sill? (0,75 m high after 2004)</p> <p>18) Glass door panels and car sides certified and marked?</p> <p>19) Sill clearance (Car & Landing sills)? >35mm</p> <p>20) Height of alarm button on COP for disabled lift? (900 mm - 1200 mm)</p> <p>21) Is a mirror installed if the car width is less than 1 500 mm? disabled lift</p>			
<p>Inspection/Test</p>	<p>Machinery Space</p> <p>1) Access to machine room safe? (Stairs / Cat ladders)</p> <p>2) Approach Light & Motor room lights / plugs in order? Stairs 100 lux M Room 300 lux</p> <p>3) Motor room door</p>	<p>Two Yearly (2Y)</p>	<p>MECH</p>	<p>REQD</p>



	<p>lockable and in good condition? No barrel bolts after 1994</p> <p>4) NO Admittance sign fitted on door entrance?</p> <p>5) Main switch functional, labelled and Lockable? (Supply fed from labelled)</p> <p>6) MRL / Check control Cabinet secure and lockable, Safety signage affix?</p> <p>7) Motor room floors / windows in order /Roof leaks?</p> <p>8) Appropriate safety signs affixed in motor room?</p> <p>9) Appropriate holder for record books available?</p> <p>10) Annex 1 or Original Government certificate of registration?</p> <p>11) Copy of Annex A Document?</p> <p>12) Current Annex B Document?</p> <p>13) Record book compliant / signed and up to date?</p> <p>14) Rope / Belt inspection records available and Rope / Belt certificates?</p> <p>15) Annual Safety gear, governor and buffer tests recorded?</p> <p>16) Previous records</p>			
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	<p>available? Appropriate storage place (previous 10 years)</p> <p>17) Up to date legible Electrical drawings? 18) Main Motor direction / rotation marked? 19) E/Stop at Main Machine functional? (Since 2004 with in 1 meter). 20) Emergency rescue device and instructions displayed and operational?</p>			
Inspection/Test	<p>LIFT WELL</p> <p>1) Check landing door dis-locking devise (triangle Key) 2) Car Gate contacts & Auxiliary contacts operational? 3) MRL – Check motor if secured (General condition, Bolts & Split Pins) (Stop switch by motor) (Rope & Belt sockets) (Belt monitoring devise) 4) MRL-Check Governor on top of shaft / (Governor switch & Seal) 5) Shaft enclosure damage? 6) Appropriate safety signs affixed in shaft? 7) *Shaft lights working (Protection Covers in place)</p>	Two Yearly (2Y)	MECH	REQD



	<p>8) since 2000 - 50 lux (500mm from top)*</p> <p>9) Top of Car control panel operational? Labelled correct? E/s Up Down Inspection</p> <p>10) Emergency stop working - Top of car.</p> <p>11) Socket outlet on top of car functional?</p> <p>12) Top of Car platform / Balustrade / Handrail in order? Since 1994</p> <p>13) Car & CWT guides / oil pots / Rollers secured?</p> <p>14) CWT fillers secured.</p> <p>15) Limit switches and strikers checked and secured? On car or shaft</p> <p>16) Is Suspension rope, belts, chains and attachments in order?</p> <p>17) Main suspension rope springs, hitches & split pins? 1:1 roping car and CWT</p> <p>18) Rope sheaves locating pins in place?</p> <p>19) Main suspension ropes anti-twist in place? Car and CWT</p> <p>20) Landing door and auxiliary door lock contacts functional?</p> <p>21) Two-way communication on top of car</p>			
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	functional? Since 2004 22) Float on top of Car & Counterweight acceptable?			
Inspection/Test	PIT 1) Emergency alarm / intercom functional? (pit or under car since 2004) 2) Pit light working? 50 lux and Switch for shaft lights (500mm from floor) 3) Pit Ladder / contacts / condition? 4) Pit E/S switch working / marked / reachable? (From landing and Pit) 5) Appropriate safety signs affixed in pit? 6) Pit Clean and dry / covers on sump pump? 7) Sheave guards and CWT screens installed? (After 2000) 8) Governor tension sheave bearing condition - worn? 9) Governor Rope tension / switch correct? 10) Under Car Safety gear mechanism in good condition? (can be on top of car) 11) Compensating chain/rope hitch / split pins in order? 12) Trailing cable hitch	Two Yearly (2Y)	MECH	REQD



	<p>secure under car?</p> <p>13) Condition of buffers / secure and in place?</p> <p>14) Car & CWT Buffer contacts in order [if fitted]?</p> <p>15) Pit devised screens in multiple lift shafts (2.5 from bottom landing level)</p> <p>16) Pit access door secure and electrical contact? (if required)</p>			
Inspection/Test	<p>LANDINGS</p> <p>1) Landing door condition, operation, gaps correct? Max 6- 10 mm</p> <p>2) Fire man switch installed at main landing. Since 1990</p> <p>3) Aprons fitted on all floors and lift car?</p> <p>4) Vision Panels correct type & condition?</p> <p>5) Landing indicators audible and visually functional? Since 1990</p> <p>6) Dis-Locking device operational.? (All floors and Triangle key after 1994)</p> <p>7) Glass door panels certified and marked? (Supplier, Trademark, Thickness).</p>	Two Yearly (2-Y)	MECH	REQD
Inspection/Test/ Annexure	<p>LIFT WELL</p> <p>1) Check landing door dis-locking devise (triangle Key)</p>	Two Yearly (2Y)	MECH	REQD



	<ul style="list-style-type: none">2) Car Gate contacts & Auxiliary contacts operational?3) MRL – Check motor if secured (General condition, Bolts & Split Pins) (Stop switch by motor) (Rope & Belt sockets) (Belt monitoring devise)4) MRL-Check Governor on top of shaft / (Governor switch & Seal)5) Shaft enclosure damage?6) Appropriate safety signs affixed in shaft?7) *Shaft lights working (Protection Covers in place)8) since 2000 - 50 lux (500mm from top)*9) Top of Car control panel operational? Labelled correct? E/s Up Down Inspection10) Emergency stop working - Top of car.11) Socket outlet on top of car functional?12) Top of Car platform / Balustrade / Handrail in order? Since 199413) Car & CWT guides / oil pots / Rollers secured?14) CWT fillers secured.15) Limit switches and strikers checked and			
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	<p>secured? On car or shaft</p> <p>16) Is Suspension rope, belts, chains and attachments in order?</p> <p>17) Main suspension rope springs, hitches & split pins? 1:1 roping car and CWT</p> <p>18) Rope sheaves locating pins in place?</p> <p>19) Main suspension ropes anti-twist in place? Car and CWT</p> <p>20) Landing door and auxiliary door lock contacts functional?</p> <p>21) Two-way communication on top of car functional? Since 2004</p> <p>22) Float on top of Car & Counterweight acceptable?</p>			
Annexure B inspections	1) Appoint inspector	Two Yearly (2Y) or contractor change	MECH	REQD
	2) Check people mover data			
	3) Check people mover documents in accordance with SANS 50081			
	4) Check condition of the people mover			
	5) Issue comprehensive report for electric people mover in accordance with SANS 1545 -			
	1:2016 edition 3.6			



Activity	Task Description	Frequency	Trade	Outage
Inspections	Perform daily visual inspection of the Escalator functionality and complete checklist.	Daily (D)	MECH/EL EC	REQD
Maintenance	1) Check equipment Registration No	Monthly (M)	MECH/EL EC	REQD
	2) Check emergency Plate Telephone Plate			
	3) Check safety Signs			
	4) Check comprehensive Reports (Annex A and Annex B)			
	5) Visual check of condition bottom station and top station			
	6) Function test of emergency stop and key switch			
	7) Clean Control Cabinet			
	8) Check maintenance control for correct operation			
	9) Remove three inspection steps			
	10) Check correct comb plate meshing and any broken teeth			
	11) If two adjacent teeth are broken replace the comb plate			
	12) Activate and test for free movement of comb plates contacts			
	13) Activate and test for proper operation and function handrail finger contact			
	14) Check for wear and correct setting of entrance forks/rollers			
	15) Activate and check correct setting of skirting contacts			
	16) Inspect and Test the motor drive motor			
	17) Inspect cracks and any damages on the floor belt			



	18) Vacuum handrails to remove dust			
	19) Check loose bolt both sides of universal joint			
	20) Check proper operation and top up oil			
	21) Check functionality of balustrade lights			
	22) Check functionality comb plate illumination			
Maintenance	1) Check step rollers	Two Monthly (2M)	MECH/EL EC	REQD
	2) Check step chain tension			
	3) Check even clearance and entrance of handrail			
	4) Check handrail sag			
	5) Check oil level and condition			
	6) Check loose bolt both sides of universal joint			
	7) Check for obstruction of motor ventilation fan			
	8) Check V – Belt tension			
	9) Check main drive chain sag (10-15mm)			
	10) Check wear and replace main drive			
	11) Check thickness of brake band			
	12) Check thickness of the lining of brake			
	13) Visual handrail running, check cracks			
	14) Check tacho coupling			
15) Clean skirting and grease step guide pads				
16) Test sensors for functionality of motion sensors				
17) Clean controller, contactors, accessories and test				
Maintenance	1) Check handrail tension (sag 10 - 15mm)	Tri-Monthly (3M)	MECH	REQD
	2) Lubricate handrail chain			
	3) Check condition of rubber and thickness of friction wheel			
	4) Check condition and adjust spring tension friction drive			
	5) Lubricate chain sprocket			
	6) Lubricate main drive chain			
	7) Lubricate step chain			



	8) Check thickness of brake lining and linkages			
Maintenance	1) Remove every comb plate, clean and tightened	Six Monthly (6M)	MECH	
	2) Remove handrail full length check wear and tear, check tracks for wear			
	3) Clean handrail deflector rollers with vacuum cleaner			
	4) Check motor bearing noise			
	5) Activate and observe man drive chain contact			
	6) Test for proper operation of reverse blocking device			
	7) Test over and under speed			
	8) Lubricate brake linkage			
Annexure B inspections	1) Appoint inspector	Two Yearly (2Y) or contractor change	MECH	REQD
	2) Check people mover data			
	3) Check people mover documents in accordance with SANS 50081			
	4) Check condition of the people mover			
	5) Issue comprehensive report for electric people mover in accordance with SANS 1545 -1-2016 edition 3.6			

The tenderer must also show on the plant his resources (e.g. John, Peter, Abe, etc.) allocation to complete each category of service. It is assumed 20 working days per month, 7 working hours per day and one unit serviced per one hour. Clearly explain the plan and show how objectives will be achieved. Please ensure a same resource is not used where tasks that overlap. Show start and end dates of each category of service.

ANNEX L (Contractor to fill in)

**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 the Employer. The Employer 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 (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all 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 the Employer 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 the Employer 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"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of

	<p>Safe Disposal</p> <p>5. Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<p>Handling & Storage of Hazardous Chemical Substances (HCS)</p>	<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 the Employer immediately). • 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.
<p>Water and Energy Consumption</p>	<p>the Employer 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.</p>
<p>Training & Awareness</p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

Low Service Damages

Low service damages shall be imposed by the Employer 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 low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____ (airport name).

ANNEX M

Maintenance of Lift Spares List

<u>Item</u>	<u>Item Description</u>
MSP000007035	AGSI Encoder Units
MSP000007030	ASIX 34,Q Prints
MSP000007027	Air Cords Long
MSP000007028	Air Cords Short
MSP000007029	Brake Prints
MSP000007034	Car Door Scanner Units
MSP000007025	Door Spirator Units
MSP000007041	Fixed Door Contacts
MSP000007056	GBP 1,0M/S Governor
MSP000007057	GBP 1,6M/S Governor
MSP000007033	GR63 x 55 Door Motor
MSP000007044	Govener Pulleys
MSP000007026	IDD Door Drive Motor
MSP000007039	LONI- BV Prints
MSP000007031	Lonic 3.Q Prints
MSP000007043	MAYR Brakes
MSP000007042	Moving Door Contacts
MSP000007037	Sematic Car Door Skids
MSP000007022	Sematic Door Drive Controls
MSP000007036	Sematic Landing Locks
MSP000007038	Sematic Landing Roller
MSP000007040	Tension Pulleys
MSP000007032	VF33 Drive Unit

Maintenance of Escalator Spares List

<u>Item</u>	<u>Item Description</u>
MSP000007049	Brakes
MSP000007045	Centre Yellow Liners

MSP000007054	Drivers
MSP000007046	Escalator Steps
MSP000007047	Escalator Comb Plates
MSP000007052	Left comb plate end
MSP000007051	PEM Prints
MSP000007055	Poly V Pulleys
MSP000007050	Poly V belts
MSP000007053	Right comb plate end
MSP000007048	Top Left Yellow Liners

ANNEX N

ACSA maintenance procedure for People Movers - D080 020M

Available upon request from the ACSA service manager

ANNEX O

Lifts and Escalators – standard operating procedure

Available upon Request from the ACSA service manager

ANNEX P

Maintenance of Lifts and Escalators – Electrical lockout procedure

Available upon Request from the ACSA service manager

ANNEX Q

Cape Town International Airport – operating instruction for Lifts and Escalators

Available upon Request from the ACSA service manager

ANNEX R

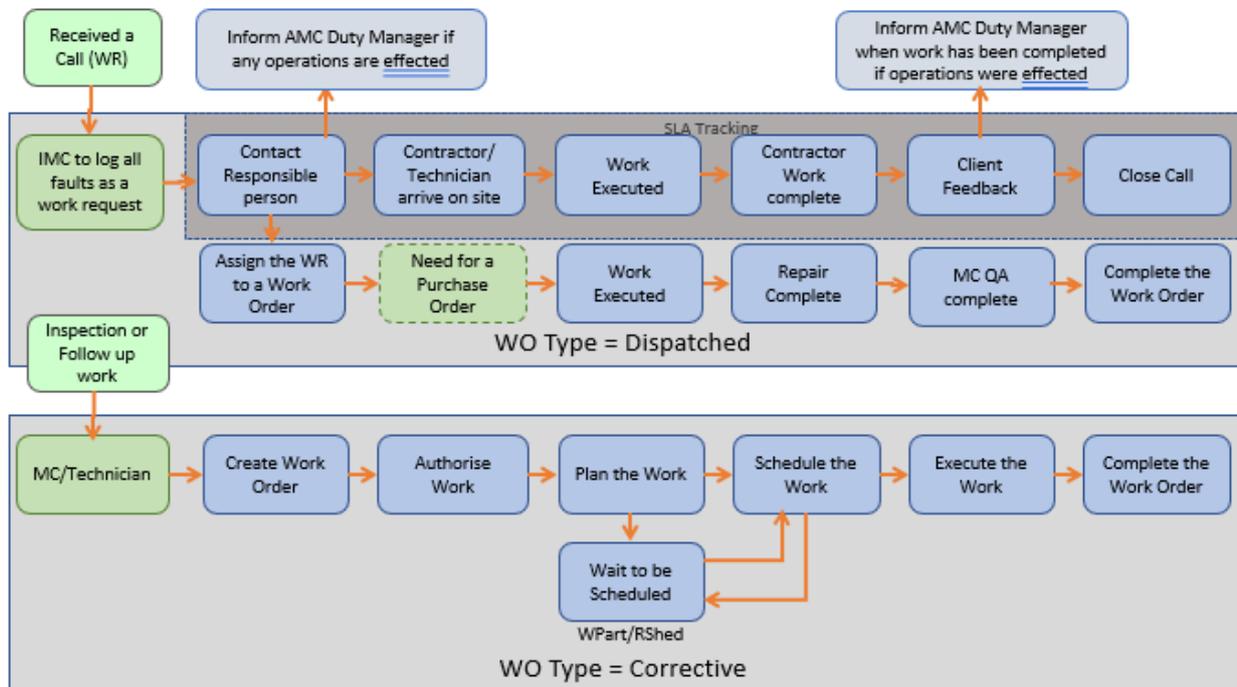
Lifts and Escalators - Fire Emergency procedure

Available upon Request from the ACSA service manager

ANNEX S

ACSA IMC procedure for call out and work orders

**Oracle CMMS Project
Helpdesk Process**



ANNEX T

Internal and external factors

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	Comment
External resources	<ul style="list-style-type: none"> Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit 	<ul style="list-style-type: none"> -No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	<ul style="list-style-type: none"> •Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material in system 	<ul style="list-style-type: none"> -No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	<ul style="list-style-type: none"> •Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault 	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

	<p>Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime</p>	<p>No impact on service provider.</p> <p>The Risk is not sitting with a single owner</p>
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ANNEX U

ACSA Inventory procedure

Available upon Request from the ACSA service manager

ANNEX V

Current Guarantee and Warrantee

N/A

ANNEX W

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - o If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and
 - o If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Service Information

Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

(a) PUBLIC LIABILITY Insurance – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer ..

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer..

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement

of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his SubContractors shall be required to pay the amount of the Deductible to

the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.

(i) The insurances to be provided by the Contractor and his SubContractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

(ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

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.