

NEC3 Term Service

Short Contract (TSSC3)

A contract 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 MECHANICAL CONVEYOR
MACHINERY FOR BAGGAGE HANDLING SYSTEM AT CTIA

Contents: Compiled in accordance with CIDB Standard for Uniformity in
Construction Procurement (January 2009 amendments)

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Documentation prepared by: Charmaine Gcelu

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for
**REPAIRS AND MAINTENANCE OF MECHANICAL CONVEYOR MACHINERY FOR BAGGAGE
HANDLING SYSTEM AT CTIA**

The contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices (**INCLUSIVE OF VAT**) is:

..... (in words);

R (in figures)

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the contractor

Signature Date

Name Capacity

(Name and
address of
organisation)

Name and
signature
of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3 : Service information.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the Employer

Signature	Date
Name	Capacity
Airports Company South Africa, Cape Town International Airport Southern Office Block, Administration Building 7525			
Name and signature of witness	

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

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.....

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3 Subject

Details

.....

.....

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4 Subject

Details

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.....

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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 tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	
		X1: Price Adjustment for inflation
		X2 Changes in the law
		X3: Multiple Currencies
		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 (Name):	Airports Company South Africa SOC Limited
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
10.1	The <i>Service Manager</i> is:	Charmaine Gcelu
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
	Tel	021 935 4375
	Email	Charmaine.Gcelu@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport

11.2(13)	The <i>Service</i> is	Repairs and Maintenance of Mechanical Conveyor Machinery for Baggage Handling System and all its related components, as set out in part C3 service information.
11.2(14)	The following matters will be included in the Risk Register	OHS Act and New Construction Regulation compliance.
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	Six (6) months from the <i>starting date</i> or when contracted funds are depleted or whichever comes first.
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	15th of each 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	Determined from time to time percent , above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands

6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	<p>The person appointed jointly by the parties from the list of adjudicators contained below Or the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him</p> <p>[ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]</p>
W1.2	The Adjudicator nominating body is	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.

W1.4	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X3	Multiple Currencies	
X3.1		<p>This option is used when it is intended that payment to the Contractor should be made in more than one currency and that the risk of exchange rate changes should be carried by the Employer. The effect is that the Contractor is protected from the Currency exchange rate changes which take place after a fixed date as they affect designated items or activities of the Contractor works</p> <p>If an item or activity is to be paid for by the Employer in the Currency of the contract and the Contractor chooses to pay for it, or part of it, in another currency, the Contractor carries the risk of changes in the exchange rate.</p>
X17	Low service damages	See Availability Performance Measures- SLA Performance Measures and Response times' Tables in C3 under employer's service information
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
X19	Task Order	This Option can be used when all the services to be provided under the contract are to be instructed by Task Order, or when other services are being provided under the contract, and Tasks are added as necessary. For example, Ad hoc works
X20	Key Performance indicators	
X20.1 to X20.5		See Availability Performance Measures- SLA Performance Measures and Response times' Tables in C3 under Employer's Service Information
Z	The <i>Additional conditions of contract</i> are	Z1 – Z19
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	<p>Add to core clause 12.3:</p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>	
Z2	Providing the Service:	
Z2.1	<p>Delete core clause 20.1 and replace with the following:</p> <p>The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</p>	
Z3	Other responsibilities: add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the Service Information and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.	

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, fifth 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:

5.1.5 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 [Annexure C1.3.c.ii](#) 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:

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 not) of the *Contractor*

Z10.2 The *Employer* may 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 the Contract.

Z11.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

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 Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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* or the *Employer*, which 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 agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

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 *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

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 his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

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

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 or other intellectual or industrial property right relating to the Works.

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

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

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* design, manufacture, construction or execution of the Works

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

Z15.5.3 the proper use of the Works.

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:

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."

Z16.1 Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of Arbitrators below

Panel of Arbitrators

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

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.

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

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

	<p>Name:</p> <p>Job:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>
<hr/>	
	<p>Name:</p> <p>Job:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>
<hr/>	
	<p>Name:</p> <p>Job:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>
<hr/>	
11.2	<p>The following matters will be included in the Risk Register</p> <ul style="list-style-type: none">• Existing Services (Meeting SLA)• Access to Site• Delay in supply of material and/or equipment• Delays in execution of Ad hoc repairs• Use of tools and attaining permits for hot works and unplanned maintenance work• Travelling public and ACSA stakeholders• Staff complement• Non-adherence to safety requirements• Risk of financial loss and/or injury of persons due to the proximity of the service (or of persons performing the service, or of moving/stationary vehicles) to moving and stationary aircraft• Health risk and/or risk of injury/death due to exposure of persons to poisonous and flammable substances and gases• Risk of injury due to lifting of heavy objects or falling on heights
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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

1 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & 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), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA" ACSA"
Physical Address: Airport Company South Africa The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008 P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatory/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

REPAIRS AND MAINTENANCE OF MECHANICAL CONVEYOR MACHINERY FOR BAGGAGE

HANDLING SYSTEM AT CTIA

1. Definitions

1.1 "Mandatar" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 "Client" refers to ACSA;

1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;

1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;

1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;

1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 "SHE" means Safety, Health and Environment.

1.8

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) 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.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatory 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.

- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non- compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his/ her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COIDA 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 or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 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.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 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.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index
 - Urine screening
 - Drug screening
 - Audio screening
 - Lung Function Test
 - Keystone eye test
 - Work at Height Questionnaire
 - Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty eight (48) hours.

13.2 All incidents referred to in Section 74 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 82 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall be monitoring compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply

its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

<p>COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

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:

- a) 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.
- b) 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.
- c) 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.

29. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

3 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

.....

4 SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

5 SIGNATURE ON BEHALF OF THE CLIENT AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

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 Pricing Data

C2.1 Pricing Assumptions

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

C2.2 Price List**Part 1**

The rates and Prices entered for each item includes for all work and other things necessary to complete the item. the contractor should include the price for all Ps and Gs in their maintenance and inspections rates

Activity Schedule: Provisional Administrative Cost

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Amount	Total (6 Months)
Preliminary and General Contract Administration Costs:					
2	Airport permits and parking	Once off		R 500	R
Total					R

- **N.B.** Contract administrative costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (6 Months)
- Safety file cost to include medicals examinations as a once off cost
- *PPE cost should include quantities for the resource complement

Part 2 Activity Schedule:

Table A - Fixed Cost- Repairs and Maintenance of Mechanical Conveyor Machinery in the Baggage Handling System and Check in counters –6 Months staff requirements are as indicated in the table below:

Item no.	Description – Maintenance	Hourly rate	Quantity	Number of hours	Amount (Monthly)	Amount (six months)
1	Resources to be available for Operation including Standby					
	Day Shift					
	Site Technical Manager		1	72		
	Technician		2	72		
	Assistant Technician		2	72		
	Night Shift					
	Technician		2	72		
	Assistant Technician		2	72		
		Total Mechanical fixed cost				
Total for transport						
GRAND TOTAL (Transport plus Fixed Cost)						

- ACSA reserves the right to change the maintenance hours as per operations' needs and changes in the traffic volumes

Part 3 Activity Schedule: Provisional Ad hoc and Spare Acquisition Cost

Item no.	Description - Corrective Maintenance	Frequency	Quantity (per year)	Amount (per single item)	Total (6 Months)
6	Adhoc Management				R90 000
Total					R90 000

*** N.B. Spares and Ad hoc repair costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (6 months)**

Contract value

Below is the guide that must be used in the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that **Part 1 and Part 3** amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above

Estimated Contract Value for Repairs and Maintenance of Conveyor Machinery

Description	Six months Total (Excluding VAT)
Part 1 Activity Schedule: Provisional Administrative Cost	R
Part 2 Activity Schedule: Fixed maintenance cost	R
Part 3 Activity Schedule: Provisional Ad hoc Cost	R90 000
TOTAL: ESTIMATED CONTRACT VALUE	R

NB: All Amounts should exclude VAT, the total estimated contract value should be carried over to Form of Offer

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 Service Manager or his authorised representative or the IAM Manager. PR and Orders for work done will be issued by the employer as soon as possible.

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

Labour rates and Mark-up

Any work not included under part C2.2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (R/hour)	After hours (R/hour) Std O/T	Callout cost	Monthly Rate* (R/month)
1	Site Technical Manager				
2	Engineer				
3	Technician				
4	Artisan				

5	Assistant Artisan				
6	Semi-skill Labour				

^aAll 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.

Mark-up (third party procured items/services)

Cost^b	Mark-up
R 0 – R 2 000	20%
R 2001- R10 000	15%
R 10 001- R50 000	10%
Over R50 000	5%

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

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

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

Contractor to conduct basic maintenance and first line fault finding on 3rd party equipment

Where spares are imported, all costs relating to importing and shipping of the spares shall be invoiced at cost to ACSA, unless already calculated into the OEM standard price list.

CALL-OUTS AND TRAVELLING COSTS

The callout rates shall include travelling costs as per AA rates R/ km (maximum Travelling distance of 30 km one-way)

PART C3: EMPLOYER’S SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	39
Total number of pages		40

C3: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

1.1 Executive overview

Purpose of Commodity

The purposes of this initiative are to source a supplier that can provide repairs and maintenance services of Mechanical Conveyor Machinery at ACSA's Baggage Handling System for period of 6Months. The Baggage handling system includes Bag stage (SAC) operating system, SCADA, conveyance driven machinery (Conveyor belts) and carousels units and check in counters.

Maintenance includes the mechanical and electrical maintenance of the system. Various proprietary OEM (Original Equipment Manufacturer) technologies are built into the system to allow efficient transportation of bags from check-in to flight loading positions via bag X-Ray screening, early bag storage and automatic baggage sortation.

Complexity of Commodity

Repairs and Maintenance for BHS conveyor is of high complexity, it requires qualified technicians or artisans. These should be knowledgeable of the following:

- automated systems,
- acumen in PLC/SCADA,
- electronics/electrical light current,
- mechanical experience maintenance on vulcanised/spliced smooth, rough and low friction conveyor belts
- electrical geared motor units.

Maintenance and repairs should be conducted according to applicable OSH Act Standard, Driven Machinery Regulations and Engineering Standards. The Contractor will be responsible for providing staff that is sufficiently skilled and qualified for successful execution of the works during breakdowns in the Baggage Handling System and associated equipment.

The Contractor shall ensure compliance to general safety regulations and standards such as OSH Act Administration regulations of 2003, General Health & Safety Regulations of 2005, Electrical installation Regulation of 2009, General Machinery Regulation, Driven Machinery Regulations and Applicable Engineering Standards. The following SANS Standards should be adhered to during installation and maintenance of equipment within the baggage hall, SANS10142, SANS1173, SANS968, SANS971, SANS1669, SANS1257 & SANS1313.

Employer's Objective

The contractor will be responsible for the maintenance and repairs of the Baggage Handling System Mechanical Conveyor infrastructure and its components at Cape Town International Airport that is mainly located in the Central Terminal Building at CTIA.

The appointed service provider will be fully responsible for meeting all requirements regarding the Works. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. The Contractor will be fully responsible for obtaining (and keeping up to date with) latest technology for improving the service and functionality of Baggage Handling System infrastructure and its components.

Overview Description of Works

Cape Town International Airport which (amongst other) comprises of:

1. CTB departure declines conveyors
 - 1- 8 declines belts conveyor system with its associated components
 - Rollers, Pulleys and bearings
 - Drive motors and gearboxes
 - Guides and supporting structural items
2. The CTB departure sorter, its associate conveying systems and the baggage chutes

- Bus bars sortation track/power rail
 - Linear induction motors
 - Cassette trays and associated components
 - 1- 68 chutes, Level 4 chute and associated components
 - Laterals and Roller beds
3. The departure carousels in the Baggage Hall and its associated equipment's
 - Slates
 - Chain links and hydraulic pack for lubrication
 - Drive transmission motors
 - Guides and supporting structural items
 4. Induction lines and MCS
 - Rollers, Pulleys and bearings
 - Drive motors and gearboxes
 - Guides and supporting structural items
 5. The Out of Gauge conveyor system
 - Rollers, Pulleys and bearings
 - Drive motors and gearboxes
 - Guides and supporting structural items
 6. All back-up conveyors and/or systems directly related with the above systems
 7. Check in Counters
 - Scale, Dispatch Belts and conveyor belts
 - Drive motors and gearboxes
 - Guides and supporting structural items
 8. International and Domestic Carousels
 - Slates
 - Drive transmission motors
 - Guides and supporting structural items
 9. Security Check Points Counter- Roller Beds used for Trays
 - Slates
 - Drive transmission motors
 - Guides and supporting structural items
 10. Maintain Baggage UDL Ball tables, Staging Area UDL Ball tables, Platforms, walkways and Stairways, check in counter's roller shutters doors and OOG's roller shutter doors.

Frequency/Periodic Suggested Schedules

The contractor will provide service maintenance plan/chart and inspection sheet will be provided by the Service Manger which shall be conducted in line with the applicable regulations and engineering standards. The periodic schedule activities will be daily, weekly, monthly, quarterly, 6 monthly and yearly inspection but not limited to the Manufacture's prescribed maintenance schedules and frequencies below.

BHS and Check in counters procedure's and OEM prescribed maintenance schedule and frequencies:

Column Heading	Meaning
Asset Group	Baggage Handling Systems asset groups as defined above.
Activity	A short description of the maintenance activity to be performed.
Frequency	The code used to reflect the intervals between which maintenance activities will be performed. The convention used is: D = Daily, W = Weekly, M = Monthly, Y = Yearly

Asset Group	Activity	Frequency
Table - Ball Container	Daily Inspection	D

Asset Group	Activity	Frequency
	Monthly Maintenance	M
Chute - Baggage	Daily Inspection	D
	Monthly Maintenance	M
Conveyor - Belt	Daily Inspection	D
	Weekly Maintenance	W
	Three Monthly Maintenance	3M
	Yearly Maintenance	Y
Conveyor - Carousel	Daily Inspection	D
	Weekly Maintenance	W
	Three Monthly Maintenance	3M
	Yearly Maintenance	Y
Conveyor - Deflector / Plough	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Conveyor - Roller	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Conveyor - Sorter	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Elevator - Baggage	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Scanner - Label	Daily Inspection	D
	Monthly Maintenance	M
Scale	Daily Inspection	D
	Six Monthly Inspection	6M
	Yearly Verification	Y

Spare Parts Requirements

The contractor shall provide spare parts for repair of each unit materials and ensures the supply of replacement parts are manufactured by the original equipment manufacturers (OEM) or parts are substantiated as equal by the Contractor shall be approved by ACSA representative. The contractor shall have readily sufficient available spares for delivery and installation/repairs for BHS. 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 BHS resulting in a minimum of 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 an up-to-date inventory. The parts shall be kept on stock if not the contractor must source the required spare and be available within 24 Hours. The contractor will be responsible for providing all the critical spare foreseeable for the use in the Baggage Hall.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month in conjunction with Maintenance Contractor. All work will be scheduled to accommodate and not to interfere with normal airport operations. Especially check-in and baggage loading operations must be respected at all times. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

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

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

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

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

1.2 Employer's requirements for the service

The contractor will provide complete maintenance of BHS and Check in Counters Mechanical Conveyor system and shall provide all necessary qualified labour, supervision required to carry out inspection, preventative maintenance activity, and keep maintenance records of repair work performed and spare parts utilised. The contractor shall ensure the defects identified and reported during inspection or intervals shall be corrected within the service level agreement stipulated in the contract.

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and ACSA, ACSA shall put in place a ***"Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall borne out of the service level agreement contract.*** The contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to Baggage Handling System are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for both BHS and Check in Counters, and all its associated components.

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

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as

stipulated in the NEC contract Section 7- contractor 's plane for the service proposal. 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 performance specification-KPI table 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 to avoid low service damages.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the BHS and Check in Counters system activities/procedures in the area. The Contractor shall further ensure that any staff member partaking in baggage pilferage or other criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office with the knowledge of Service Manager.

All work shall be performed within the required response times – as stipulated in the KPI table . 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 liability and be guaranteed for a period of 3 months after completion of work. Maintenance of Mechanical Conveyor Machinery for BHS availability and performance requirements as per SLA shall be meet at all times as stipulated per the contract agreement in order to avoid low service damages. All work shall be charged according to the Price 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. Maintenance teams will attend to all scheduled maintenance as well as emergency breakdowns. As a result, night work will unavoidable and the contractor should price accordingly.

Upon completion of the service/maintenance, the Contractor shall complete a comprehensive written service report in respect of maintenance of Mechanical Conveyor Machinery systems, listing all activities undertaken, additional work performed and consumables used and submit this report to the Employer's representative for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval. Detailed maintenance sheets shall be completed for Employer after service. All job-related certificates are to be handed to Maintenance and Engineering department e.g. calibration certificate for meters, water treatment certificates or chiller maintenance reports.

All consumables such as grease, oil and cleaning materials will be supplied by the Contractor at his/her own cost. The costs are limited to the provision made in the cost breakdown. It should be noted that the preventive maintenance amount should include all standby fees, cell phone support and normal maintenance.

The Contractor will be responsible for keeping spares levels up for to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the ad- hoc Price Activity Schedule. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list must always be available onsite. Spares should 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 from the contractor preferable Assistant technical personnel will be dedicated to ensure that spares are effectively managed and scrapped parts and waste is removed from the site. Note scrap parts will be removed onsite without knowledge and consent(signed scrapped sheet) of the Service Manager and whatever is recovered on the scrapped parts should be credited back to ACSA accounts via credit from Service Provider monthly invoice.

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 requirements of this contract. Any exclusions to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that all building areas in proximity to conveyors, carousels and chutes as well as building areas mostly dedicated to the BHS Mechanical Conveyor system are maintained in a broom-swept state. The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

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

Furthermore, Contractor will be expected to be present for essential power simulation and fire detection end to end test during predetermined intervals that will be communicated to the contractor. A representative from the Mechanical Conveyor Machinery Contractor is required to attend both Essential Power Simulation and Fire Detection End to End test which is carried out after hours between 23:00 and 05:00. **It should be noted that ACSA will not compensate the service provider for being present.** During the test, operation and response of the following equipment need to be verified.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
CTIA	Cape Town International Airport
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
CCTV	Closed Circuit Television
RCA	Root Cause Analysis
OHSACT	Occupational Health and Safety Act No. 85 of 1993
SANS	South African National Standard
SABS	South African Bureau of Standards
SHE-File	Safety and Healthy File
CTB	Central Terminal Building
SOB	Southern Office Building
MCC	Motor Control Centre
ATR	Automatic Tag Readers
BHS	Baggage Handling System
IST	In-System-Time
MCS	Manual Coding Station
OOG	Out of Gauge
PLC	Programmable Logic Controller
SAC	Sort Allocation Computer
SCADA	Supervisory Control and Data Acquisition
GH	Ground Handlers
LIM	Linear Induction Motor

2. Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use. This will enable the Service Manager to monitor the contractor performance and to access the adherence to KPI table.

The contractor plan should cover the following which should be submitted and attached on the NEC contract as **Annexure. The contract plan should be submitted for acceptance as per contract data requirements**

- The starting date and the end of the service period
- The order and timing of the work of the Employer and Others as last agreed with then by the Contractor or , if not agreed as stated in the service information
- Provision
 - Time risk allowances
 - Health and safety requirements and
 - The procedures set out in the contract
- The dates when, in order to provide the service in accordance with his plan, the contractor will need
 - Access to the Affected Property as stated in the service information
 - Acceptances
 - Plan and maintenance, equipment and other things to be provided by the employer and
 - Information from Others
- For each Operational and Resources Plan Proposal, a statement of how the contractor plans to do the work identifying the principal Equipment and other resources which he plans to use i.e The tenderer must submit a comprehensive proposal that shows **Operation Plan and Resource Plan Proposal** in the form of organogram
 - Resources to conduct both plan and corrective maintenance on the SLA and achieve the KPI in maintaining the Key Asset i.e. Sorter, Carousel, Electrical Motors, and PLC
 - The proposal should not be limited to manpower only it should cover equipment -instruments and tools
 - The tender must submit organogram for all resources identified under the operation plan to enable the service provider to achieve the KPI and SLA.
- Other information which the service information requires the contractor to show on a plan submitted for acceptance

The service provider should consider below on their service plan for reporting and ensuring to meet the KPI requirements

Operational hours

Normal airport operational hours shall be **from 04:00 to 00:20** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of Baggage Sortation System for routine maintenance shall be arranged with the Operations Manager/ Baggage Client Manager and relevant stakeholders to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

Human resources

The following minimum standards shall apply to resourcing:

1. Regarding a first line 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.

2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative and reactive/breakdown maintenance for each month. Cost incurred by the contract should be covered by maintenance fees unless outside OEM maintenance specification or unless ad-hoc.
3. During operational hours, the Contractor must have sufficient personnel on-site to successfully attend to at least two simultaneous breakdowns as per contract requirements.
4. During operational hours, the Contractor must have one senior Mechanical and Electrical person on-site who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages of a nature that would require a person with intermediate Baggage Sortation System, Electronics and Mechanical training to resolve.
 - b) Is suitably 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 IT 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.
5. 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 Baggage Sortation System and its components.
6. 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 Baggage Sortation System are expedited with the relevant persons.
 - c) Shall submit preliminary incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 24 hrs of each eventuality.
 - d) Shall submit full incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 48 hrs 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 Baggage Sortation System and build professional work relationships with all relevant parties, whether it be OEM or ACSA contractors or other.

All the information to the above breakdowns and stoppages exceeding agreed response times shall be logged with the ACSA IMC (Infrastructure Monitoring and Control department) at (021) 937 1257 or email CIAHELPDESK@airports.co.za

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

BHS and Check-in counters - Availability Performance Measures- SLA Performance Measures and Response times Service Level table

The following service levels are the minimum acceptable service levels for this contract.

Item	Benchmark*
Baggage handling Overall System - Availability	Availability must be a minimum of 99.5% per month.
Baggage handling Overall System - MTTR	0.517 Hrs.
Baggage handling Overall System - MTBF	48 Hrs.
% of planned maintenance completed per month	100%
Response time for call outs (after working hours, weekend and holidays)	45- 60 minutes on land side and on the airside (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
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)

**The PMs' and work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manager.*

*** Availability, MTTR and MTBF as defined in the IMC procedure.*

Emergency Response time

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

- ❖ Delaying sourcing 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 some of the emergencies identified but not limited to the below list and also the emergency response times:

Item Description	Response Time
In case there is a mechanical or electrical malfunction of the system (check in or BHS) malfunctions.	5 minutes during normal working hours (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
In case there is a mechanical or electrical malfunction of the system (check in or BHS) malfunctions.	45-60 minutes after hours, weekend and holiday (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)

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.

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.

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

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Item No.	Achieved Overall System Availability per Month	Low service damages amount
1	99.9%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 94.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

****Any availability less than 99.4% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

Item Description	Low service damages amount
Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R10 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Noncompliance to the Response time for call outs (after working hours, weekend, and holidays) as stipulated in the Service Level and this contract.	R2 000.00/event

Noncompliance of emergency response times as stipulated in the Service Level and this contract.	R2 000.00/event
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). <i>Note: The PMs' and Work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manager.</i>	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

Incentives and Continuous improvement

Item No.	Achieved Availability per Month	Payment presentence
1	Consistent Overall system availability of 99.5% - 100.00% over six consecutive months.	Only 10% of One Month's maintenance & inspection costs

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.

Internal and external factors

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.**

The contractor needs to ensure that the reporting from SCADA and other systems are fully operational.

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

NOTE: All system re-routes (redundancy options) will be considered as downtime unless planned.

Response Times

The Contractor must at all times comply with the following:

Response time shall be calculated as the time taken from the fault being reported (via IMC, 3rd party, or other) to the time the fault is cleared, and the relevant device becomes available for use.

100% of all technical breakdowns shall be responded in 4.2 minutes and resolved within specified KPI by on site 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 15 - 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 IMCC to the time the contractor reports to the IMCC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 1 hour, unless a special agreement exists with the employer's agent. Include escalation procedure. The contractor must report any defect immediately to ACSA.

In the event of a Baggage Sortation System or its related component being unavailable, it will be the sole responsibility of the Contractor to advise the Infrastructure Monitoring Control (IMC) as well as Contract Manager immediately.

Defect free liability period

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

Defect free liability period –
project work

The defect free period will be no less than 12 months or as per
OEM specifications.

Maintenance Management

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

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

Checklists and Logbooks

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

DAR (Data Analysis and Reporting)

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

A management report that consists of a task list should be submitted for all repairs and replacements and not just an invoice.

Evaluation

Contractors will be evaluated on the following:

Safety & Housekeeping	Safety warning sign in place
	Isolation/ cordon/ Barricading off area
	Apology sign in place
	Store room
	Control Room
Security	ID card always clearly visible
	Clear sign of the name of company
	Low worker turn over
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Staff complete as per contract schedule
	Competency of staff
Finance	Quotes submitted within specific timeframe and assessment as per contract data will apply
	Invoices submitted to finance department on time and with correct order numbers

	Cost control and efficiency improvements
	Attach third party quotation/invoice for any third party financial transaction
	Submit financial statements on monthly basis
Uniforms	To be properly dressed in overalls with company name on the back for identification. Must be clearly visible and neat.
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents to ACSA safety department on monthly basis	Adhering to OHS Act
	No safety incidents

Continuous Improvement Program and the Computerised 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. Contract to provide a detailed annual proposal to the employer and the implementation thereof will be at employer's discretion.

4. An improvement in the availability of systems
5. An improvement on the maximum number of short ships attained
6. An improvement on the in-system time
7. 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.

ACSA has implemented a Computerised Maintenance Management System (CMMS). The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS work orders. 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.

CATEGORY  Best Maintenance Service Provider *Electrical Maintenance *Building Maintenance *Surface Maintenance *Mechanical Maintenance			
CRITERIA (WEIGHTING) Quality of Work (20%) QUALIFYING TARGET 3 DESCRIPTION •SLA Adherence •Quality of Workmanship		CRITERIA (WEIGHTING) Compliance (20%) QUALIFYING TARGET 3 DESCRIPTION •Compliance with safety requirements •Number of safety incidents	
CRITERIA (WEIGHTING) Work/Maintenance Management (20%) QUALIFYING TARGET 3 DESCRIPTION •Competence of contractor •Work Planning •Management Reports •Communication with ACSA		CRITERIA (WEIGHTING) Airport Specific Conformance (20%) QUALIFYING TARGET 3 DESCRIPTION •Non-conformances •Customer Focus •Added Value	
		CRITERIA (WEIGHTING) Finance (20%) QUALIFYING TARGET 3 DESCRIPTION •Invoicing and Reporting •Cost Efficiency	

2.2 Management meetings

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

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor.
Overall contract progress and feedback	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor

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

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

2.3 Contractor's management, supervision and key people

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

The proposal shall form part of the NEC contract.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.4, Sureties.

2.5 Documentation control

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

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

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

2.6 Invoicing and payment

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

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

Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

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

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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

The Contractor shall address the tax invoice to
ACSA Employee Name: Charmaine Gcelu
and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;
The contract number and title;
Contractor's VAT registration number;

The Employer's VAT registration number 4930138393;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

Electronic payments

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

2.7 Contract change management

It is noted that:

- a) The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in Section 6 per clause 20.1 of the NEC contract . "The contractor's plan for the service". Only in the event where ACSA prescribes certain additions to the to change the works information (over and above to what is already prescribed), as a measurable item in the Activity Schedule.
- b) The prices per activity are based on the total "package" and should one activity be removed from the contract scope the other prices will be reviewed by the Contractor as well.
- c) Personal computers will be purchased by the contractor for administration of the contract.
- d) Provisional parking fees will be made, if the contractor's staff are utilising the ACSA public parking.
- e) The contractor to pay telephone costs, if utilising any telephone linked to ACSA telephone network.
- f) The contract to provide own computers and administration material required to operate during the duration of this contract.
- g) The contractor to pay for own office rental fees, if the contractor's staff are utilising the ACSA office areas.
- f) Any permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorised representative or the IAM Manager. These changes will be covered as NEC contract section 6 – compensation events.

2.8 Records of Defined Cost to be kept by the Contractor

Daily records

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

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, maintenance, examination and any related incidents. 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 file will result in immediate cancellation of the contract.**

Monthly reports

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

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

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

All monthly record sheets, job cards, history reports etc will remain as ACSA property 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 monthly record sheets to ACSA Service Manager not later than the 7th day of every month. **Failure to submit the monthly record sheets will result to any monies due to the contractor being held and low service damages initiated. Reoccurrence of this nature may lead to an immediate cancellation of the contract.**

Format of communications

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

Incidents and Events Reports

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

2.9 Insurance provided by the Employer

It is important that the Contractor recognises that his risks include those shown in C1.4. Consequently, even if such insurance are effected by the Employer, the Contractor should satisfy himself as to the adequacy of the policy and cover.

The Contractor should inform the Service Manager of any discrepancy between the Employer-provided insurances as stated in the Contract Data.

2.10 Training workshops and technology transfer

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

Training of ACSA staff and/or other stakeholders on Mechanical Conveyor Machinery system, and its operation at no cost as it is covered under the service activity schedule.

2.11 Design and supply of Equipment

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

The *Contractor* is still liable if, after having made the equipment to details have been accepted, it fails because it did not comply with the Service Information. Failure to comply gives the Service Manager the right, but not the obligation, to reject the design.

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

2.12.1 Equipment

The clause requires the Contractor to return to the Employer at the end of the service period things which have been provided by the Employer for the Contractor's use i.e. The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock and any other equipment that was purchased by the Employer.

2.12.2 Information and other things

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

- An irrevocable royalty-free non-exclusive license to use all of the documents provided to Provide the Services (including, but not limited to calculations, computer programmes and other software, drawings, manuals, models and other documents of a technical nature), for any purpose whatsoever, including for the

purpose of operating, repairing, maintaining, dismantling, re-assembling and making adjustments to all parts of the Services. The Contractor procures that each Subcontractor executes all and any further documents and takes all and any other actions as may be required in order to give effect to this license.

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

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements contained under C1.3: Occupational Health and Safety Agreement of this Service Information.

The Service Provider shall:

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

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

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

Safety Check List for Contractors –
As Per ACSA Contractors OHS Act requirements
Contractor: _____
Contract: Repairs and Maintenance of Mechanical Conveyor Machinery system
Duration of Contract: 6 Months

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE file
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE file
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		

11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

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

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

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

Any process in the above mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA ARRF. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

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

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

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

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

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

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

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

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

3.2 Environmental constraints and management

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

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

At no time shall the Contractor:

- Allow any pollutive or toxic substance to be released into the air or storm water systems

- Interfere with, or put at risk, the functionality of any system or service
- Cause a fire or safety hazard

3.3 Quality assurance requirements

Quality plans and control

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

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

4. Procurement

Preferential procurement procedures

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

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

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

With regard to insurance, clause 11.2(6) of the NEC will be applicable to avoid the Employer having to pay for costs which the contractor is required by the contract to insure against.

The Contractor must adhere to all airport requirements regarding compliance as from time to time documents will be requested such as SARS certificate, Service Contract Financial Statement etc. Failure to provide the requested information the Service Manager has a right to withhold contractor fees and terminate the contract.

4.1 People

4.1.1 Minimum requirements of people employed

Constraints related to people employed to Provide the Service:

The Contractor shall be compensated for costs relating to ACSA required permits, not for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard reflecting the number of the required staff for this service.

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

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

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

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

Provide ECSA Professional Registration as per the qualification criteria for the resources Engineer (Qualification on B Tech or BSC or B Eng on Electronics or light current engineering, Wireman's licence/Electrician from Dept of Labour, N- Trade and Certificate, Matric & relevant Merseta qualification)

All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority(SAQA).

All Foreign Professional registrations must be accompanied by a letter from the Engineering Council regarding applicability in the Republic of South Africa.

4.1.2 BBEE and preferencing scheme- N/A

Minimum B-BBEE status level 1 or 2 will be applicable for Pre-qualification for Transformation and development purposes to subcontract a Service Provider with a level 1 or 2 BBEE status

- 1) In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain designated groups
- 2) Only tenderers meeting the following criteria may submit proposals:
 - a tenderer having a stipulated minimum B-BBEE status level of contributor 1 or 2; and
 - an EME or QSE; and
 - a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people; or
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth; or
 - (iii) an EME or QSE which is at least 51% owned by black people who are women; or
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
- 3) By submitting a Proposal, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA reserves its right to seek further legal action in the event that the bidder fails to comply with this paragraph.
- 4) A bidder that fails to meet the above- mentioned pre-qualification criteria, will be disqualified.

4.2 Subcontracting

4.2.1 Preferred subcontractors

ACSA sees it appropriate, in support of industry development, to promote the participation and development of registered contractors by means of one or more of the following

Implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions of the Construction Industry Development Regulations;

Historically, in South Africa there has been a lack of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. A number of Government initiatives such as the National Development Plan (NDP), PPPFA and BBEE codes of practice have been developed to address these challenges.

ACSA board, in line with government goals, developed a transformation policy to guide the implementation of transformation within ACSA business (The policy forms part of the contract). ACSA objectives are to make a meaningful economic and social impact within the communities in which it operates. It therefore means transformation is no longer a compliance matter but part of overall sustainability and ACSA's corporate social investment Program.

ACSA has an integrated transformation strategy, the overall objective of which is to support the Government's national agenda of job creation through transformation. **It has an external focus on Skills Development, Enterprise and Supplier Development initiatives and Preferential Procurement.** This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement.

Transformation within the engineering industry means the empowerment of all black people, with particular focus on supporting Black women, youth, and people with disabilities, in order to increase the number of

Historically Disadvantaged Individuals that manage, own and control enterprises and productive assets in this industry.

To facilitate transformation within the industry 'and to spread the sunshine' ACSA requires that tenderers submit their commitment to Enterprise Development and socio-economic transformation for the duration of this contract.

Towards this end, the following initiatives have been identified for this Project:

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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.

a. Definition of a Targeted Enterprise in the tender

A CIDB registered 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:

1. Does not share equity holding with the tenderer; and
2. 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
3. Is registered with the South African Revenue Service; and
4. Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two 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
5. Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two 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); and
6. Is 50% or more black owned or 30% or more black women owned; and
7. Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

b. Participation of Targeted Enterprise(s)

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

The CPG percentage specified shall be applicable to actual work. ACSA set the target as part of the tender process. The tenderer is to submit as part of this tender a Program on how they are to achieve the set minimum targets.

c. Training of Targeted Enterprise(s)

Training of the Targeted Enterprise involved in this project is a reportable monthly event in terms of time and cost based on the development Program.

The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

Targeted Enterprise	ACSA CPG:
Qualifying Small Enterprises OR Exempted Micro Enterprises THAT ARE 30% Black Women owned OR 51% Black owned	≥30% subcontracting

d. Requirements of an Enterprise Development Program

1. The successful tenderer/s is (are) required to

Bidders are required to prepare and submit a transformation proposal which responds to the Transformation objectives of this contract and will clearly demonstrate how bidders will approach the achievement of such transformation objectives. The transformation proposal must address the CPG target for the contract.

- List as part of his tender submission all the works identified for the Targeted Enterprise(s), clearly indicating the extent of the scope and the percentage allocated to each identified company.
- Enter into a long-term development agreement with Targeted Enterprise(s)
- Have a Program for Enterprise Development in place for both Management and labour skill.
- Submit a proposal that details the implementation, monitoring and measurement of the outcomes of the Development Program(s). Such Transformation Proposal must include the following:

a. Identifying a target enterprise and list as part of his tender submission all the works identified for the Targeted Enterprise(s), clearly indicating the extent of the scope and the percentage allocated to each identified company

b. A needs analysis of the targeted enterprise.

c. Identified needs/needs analysis outcome must be agreed to by main contractor and sub-contractor. Both parties must agree on the **developmental areas that are going to be addressed through mentorship during the course of the contract and such elements must be included in the sub-contracting contract to be entered into for the contract.**

There must be a minimum of 3 developmental areas agreed to by the parties.

d. Development areas can include, but are not limited to:

- I. Management and labour skills transfer;
- II. Establishment of administrative systems;
- III. Establishment of cost control systems;
- IV. Establishment of technical management and planning systems (safety, health, environmental, risk and quality);
- V. Planning, procurement and tendering skills transfer;
- VI. Business skills transfer with focus on entrepreneurial and negotiations skills;
- VII. Technical skills transfer with emphasis on innovation and continuous improvement on future contracts;
- VIII. Legal compliance assistance and skills transfer;
- IX. Assist with establishing credit rating/history;

e. Bidders must appoint an Enterprise Development coordinator which will be responsible for the following:

- Developing a contract specific enterprise development plan to improve the targeted enterprises performance in the identified developmental areas which allocates resources and monitors progress in relation to improved performance; and
- Submit a monthly Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprises performance in the developmental areas. Remedial actions must be included where improvement has not been achieved.

f. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

g. Confirmation of a monthly submission frequency of Progress reports detailing interim values of CPG and comparison to targeted CPG for the contract, as well as an assessment of the ED

support;

The CPG value shall include the following:

- i. *Preferential Procurement values; and*
- ii. *Sub-contracting value for the month*
- iii. *a-c Mandatory requirements and must be evident as a minimum in Transformation proposal*

2. The enterprise development shall incorporate:

- a) developing a Program specific to the contract to improve the Targeted Enterprise(s) performance in the identified development areas and which allocates resources and monitors progress in relation to improved performance; and
- b) submitting to ACSA's representative(s) at regular intervals development reports, countersigned by the Targeted Enterprise(s), which document all enterprise development and mentoring activities that have taken place during that period and the progress made in improving the Targeted Enterprise(s) performance in the identified development areas.

3. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

4. In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty.

a) 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.

5. Skills Development

The successful tenderer is required to comply with the CIDB Standard for Developing Skills through Infrastructure Contracts. The tenderer shall achieve in the performance of the contract the Contract Skills Development Goals, expressed in Rand, which shall be no less than the contract amount multiplied by a percentage factor of (0.25.%)

a) Achieving the Contract Skills Development Goal (CSDG)

(i) Section 3.2 of the CIDB Standard for Developing Skills through Infrastructure Projects 9 Government Gazette 36760, volume 578 of 23 Aug 2013) explains the various methods of achieving the CSDG. Tenderers must indicate the chosen method(s) in their submission.

(ii) In the event that the Contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the Contractor's control which may be acceptable to the employer, sanctions shall apply as follows.

b) In the event that the tenderer does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development program

c) Requirements of a Skills and Enterprise Development Program

The tenderer shall nominate or appoint a development co-ordinator to:

- a) develop a Program specific to the contract to improve the Targeted Enterprise(s) performance in the identified development areas and allocate resources and monitor progress in relation to improved performance; and
- b) submit to ACSA's representative(s) at regular intervals development reports, countersigned by the Targeted Enterprise(s), which document all development and mentoring activities that have taken place during that period and the progress made in improving the Targeted Enterprise(s) performance in the identified development areas
- c) Tenderers must submit transformation proposals that are both achievable and measurable as the successful tenderer will be required to issue comprehensive quarterly reports in response to this tender requirement. The quarterly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives

4.2.3 Limitations on subcontracting

- To be recognised as responsive the successful Contractor will be required to reserve a minimum of 30% of contract value, for Targeted Enterprise(s), towards subcontracting and enterprise development. In line with that:
 - a. The Target enterprise must:
 - a tenderer having a stipulated minimum B-BBEE status level of contributor 1 or 2; and
 - an EME or QSE; and
 - a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people; or
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
or
 - (iii) an EME or QSE which is at least 51% owned by black people who are women; or
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - b. The tenderer must submit a comprehensive proposal that lays out a Program for the Targeted Enterprises' development and skills development throughout the assignment
 - The proposal must meet the requirements of the CIDB "Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts".

4.2.4 Attendance on subcontractors

The contractor shall at his own cost provide the following general attendance on the subcontractors

- Access to the site and places where the subcontractor work is to be carried out, including the reasonable related requirements which belongs to the contractor
- Provision of water and lighting and all other requirements
- To be part of the monthly arranged meeting with the service manager

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This refers to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Therefore, it will be prerogative of the Service provider in consultation with Service Manager how repairs are carried out - can the item be fixed up or must it be replaced by a new one. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with applicable standards. The suggested schedule preventative maintenance is prescribed under section 10 of the NEC contract

The following SANS and applicable Standards should be adhered to during installation and maintenance of equipment at CTIA BHS and Check in Counters.

OSH Act Administration regulations of 2003,

General Health & Safety Regulations of 2005,

Electrical installation Regulation of 2009,

General Machinery Regulation, Driven Machinery Regulations and Applicable Engineering Standards.

SANS10142,

SANS1173,

SANS968,

SANS971,

SANS1669,

SANS1257 &
 SANS1313

Correction of Defects

Service provider in consultation with Service Manager will decide how repairs are carried out - can the item be fixed up or must it be replaced by a new one. The repairs or replacement must be in line with the service level agreement as stated in the service information to avoid low service damages. Further the defect free liability period will be applicable for any work that has been carried out as per below table.

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 or as per OEM specifications.

4.3.2 Contractor's procurement of Plant and Materials

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

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

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

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

4.3.3 Tests and inspections before delivery

The test and inspection will be applicable as per clause 40 and aligned to KPI requirement and including when inspections and tests are to be carried out by agents of the Employer for the new installation , reports and/or certificates must be submitted. Furthermore, to avoid in having to transport Plant and Materials back to the place of manufacture if testing and inspection reveals Defects, the contractor has obligation to correct the defects. If it is impossible for the contractor to remedy the defects, the financial sanction namely carrying cost by contractor will apply as per under clause 40.6.

4.3.4 Plant & Materials provided "free issue" by the Employer

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

5. Working on the Affected Property

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

- Assisting with emergency repairs on equipment excluded from this Contract
- Assisting with operations relating to breakdowns on equipment excluded from this Contract
- **Re-scheduling of work to accommodate other contractors or operational requirements**
- 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 Mechanical Conveyor Machinery systems
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA staff and/or other stakeholders on Mechanical Conveyor Machinery System and its operation
- Co-operating with ACSA Security relating to security issues
- Use of guards and hoarding is priority to prevent accident on public patrons and stakeholders when working is taking place.
- Notification of works and hot works permits must be acquired from time to time if such works require the need.

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

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

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

The following National Key Point Requirements shall be adhered to:

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

Service provider staff are not allowed to operate without valid permits at any time and Service Manager has a right to instruct the individuals contravening permit rules to leave the site and the service provider will be held accountable and this may lead to contract termination.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

5.2 People restrictions, hours of work, conduct and records

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site. **It is very important that the Contractor to note some restrictions and hours of work may apply to this contract to avoid operation interruption as a result, night work will be unavoidable, and the Contractor should price accordingly.**

5.3 Health and safety facilities on the Affected Property

Section 8 and Part C1.3 of the NEC contract deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the Contractor to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided and located and any other emergency arrangements.

5.4 Environmental controls, fauna & flora

This matter has been dealt with in the general environmental requirements referred to in section 8.

5.5 Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information and in line with clause 25.1 of the NEC contract

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

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

5.6 Records of Contractor's Equipment

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises and shall be recorded and certified as stipulated per table below. This cover owned on hired equipment's as long it will be used on site i.e Scaffolding, Crane and cherry pickers

Tool Description	QTY	Date Acquired	Date Return

5.7 Equipment provided by the Employer

The Contractor must keep record of all the Tools and Special Equipment including OEM Manuals provided by the employer and be returned in good working condition/ replaced if misplaced after the contract duration has expired.

5.8 Site services and facilities

5.8.1 Provided by the Employer

The Contractor shall provide everything else necessary for Providing the Service. The Employer will provide in the way of power, water, telecoms, ablutions, fire protection and lighting (etc)

5.8.2 Provided by the Contractor

The Contractor is to provide in the way of accommodation, storage, vehicles and office equipment for its employees and these are not regarded as any restrictions or minimum requirements concerning the Contractor's and shall provide everything else necessary for providing the Service. The facilities upon the expiry of the contract shall be left in conducive/clean state.

5.9 Control of noise, dust, water and waste

REFER UNDER SECTION 8

5.10 Hook ups to existing works

NONE

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contractor will be responsible for maintaining the Mechanical Conveyor Machinery system and its associated components Daily , Weekly , Monthly , Quarterly

Manufacturer's prescribed maintenance schedule and frequencies:

ITEM	TASK	FREQUENCY
Bearings	Check as per manual Check as per manual Check tightness of mounting bolts Lubricate	Monthly 3 Monthly also see manufacturer's Instructions
Bed joints	Check as per manual	3 Monthly
Belts	Clean Tracking check visually Tension check visually Joints check visually	Weekly/ Monthly as required Weekly/ Monthly 3 Monthly 3 Monthly
Drive Motors/ Gearboxes	Check/ clean Oil level check Inspect brake Oil change	Weekly/ Monthly 3 Monthly 3 Monthly See suppliers' instructions
Drive Transmissions	Check Tension.	3 Monthly
Guards	Check	Weekly/ Monthly/ Yearly
Pulleys/Rollers	Check as per manual Check/ Clean	3 Monthly
Structural Items	Examine Clean	3 Monthly

Specific Maintenance

1. Sorter

1.1. Daily

- Inspect the sorter track for any wear or damages or misalignment. Repair if required
- Ensure buzzer sounder/siren is observed on sorter start up and recorded accordingly to uphold Driven Machinery regulation requirements
- Test operability of E-stops and record on buffer conveyor belts.

1.2. 3-Monthly

- Inspect the Carbon Brushes for wear and measure the wear. Replace if required.
- Rotate the Carbon Brushes on collectors
- Inspect the collectors and the wheels for wear and tear. Replace the wheels if required.

2. Trays

2.1. Daily

- Check for any damaged or cracked trays. Repair or replace if required.
- Greased monthly or as agreed from time to time.
- Check for misalignment and adjust when necessary.

3. Office/ Control Room Maintenance

3.1. Daily

- Clean the office/control room
- Housekeeping
- Records Management (Maintenance files, etc)

4. Chutes Maintenance

4.1. Daily

- Clean chutes
- Check sensors
- Rollers
- Monitors

5. Workshop/ Storeroom

5.1. Daily

- Inventory management and making sure correct spares is kept.
- As per ACSA requirements.

5.2. Weekly

- Housekeeping

6. Spare parts, Tools, Equipment Storage and general BHS Facilities

6.1. Daily

- Inspect and clean the area
- Primary function is the BHS

Detail Description of Maintenance Works

Daily

- Inspect the following for any wear or damages or misalignment. Repair if required.
 - Sorter, trays, bearings, belts, drive motors, rollers and guards including structural items

Weekly

Bearings

- Check bearing grub screws are secure and located in the correct position.

- Study operation. Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing any signs of wear, examine and replace as necessary.

Belts

- Check for signs of wear or deterioration of belt.
- Clean the belt free from any build up of foreign matter as necessary.

Caution: Never allow oil or solvents to come into contact with the belt, as this may cause deterioration of the belt and belt slippage.

- Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking if required; see belt maintenance procedure for *Belt Tracking*.

Drive Motors/ Gearboxes

- Keep clean and free from oil spillage. This makes it easier to trace slow or continuous leaks from oil seals. If leaks are excessive refer to manufacturers' literature for corrective action.

Guards

- Check for damage, removal or signs of them being insecure. Repair or replace as required.

Rollers

- Study the roller operation: detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.
- Record findings and arrange for overhaul if any abnormal conditions are observed.

Monthly

Bearings

- Check bearing grub screws are secure and located in the correct position.
- Study operation. Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing any signs of wear, examine and replace where necessary.
- Check bearings for heating or noise (condition monitoring)

Belts

- Check for signs of wear or deterioration of belt.
- Clean the belt free from any build up of foreign matter as necessary.

Caution: Never allow oil or solvents to come into contact with the belt, as this may cause deterioration of the belt and belt slippage.

- Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking if required; see belt maintenance procedure for *Belt Tracking*.
- If the conveyor belt has to be removed or replaced, take the opportunity to inspect those areas that are normally inaccessible.
- Ensure audible and visual warning(beckon) for each sub station will sound for pre-set time prior any conveyor section starting.
- Test the trip wires, and the belt interlocks and these must be done once a month and records of these kept.

Caution: During periods of Energy Save mode , the system will be deemed to be started. Therefore, conveyors being woken up out of Energy Save mode will not be preceded by a pre- start warning.

Drive Motors/ Gearboxes

- Keep clean and free from oil spillage. This makes it easier to trace slow or continuous leaks from oil seals. If leaks are excessive refer to manufacturers' literature for corrective action.
- Check for intermittent and excessive noises. Service or replace as necessary.
- Clean and remove any debris from the unit and the breather plug.
- Check motors or gearboxes for vibration or noise or heating (condition monitoring)

Drive Transmissions

Caution: Never remove a drive transmission guard whilst the motor is running, always replace a drive transmission guard before switching the power back on.

- Check chains for slackness and wear, lubricate as required, *see General Instructions for Lubrication*.
- Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and wear, tension as required, *see manufacturers' literature*.

Guards

- Check for damage, removal or signs of them being insecure.

Rollers

- Study the roller operation; detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.
- Record findings and arrange for overhaul if any abnormal conditions are observed.

Structural Items

- Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the following Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways Repair or renew as necessary.

3-Monthly

Bearings

- * Check tightness of bearing mounting bolts and locating rings.
 - * Lubricate as per the manufacturers' literature.
 - * Check bearing grub screws are secure and located in the correct position.
 - * Study operation. Listen for any rumble or squeaking of the bearing. Check for leaking seals.
- If any items are showing any signs of wear, examine and replace where necessary.

Bed Joints

- * Check joint fastenings and alignment of the conveyor.

Belts

- * Check for signs of wear or deterioration of belt.
- * Clean the belt free from any build-up of foreign matter as necessary.

Caution: Never allow oil or solvents to come into contact with the belt, as this may cause deterioration of the belt and belt slippage.

- * Check that belts have not '*tracked*' or '*moved*' to one side of the conveyor. Adjust the belt tracking if required; *see belt maintenance procedure for Belt Tracking*.
- * If the conveyor belt has to be removed or replaced, take the opportunity to inspect those areas that are normally inaccessible.
- * Check the belt tension; ensure there is adequate travel remaining on the tension screws, maximum use 2/3rds of the length of the screw. Adjust the belt tension if required; *see belt maintenance procedure for Belt Tensioning*.

Drive Motors/ Gearboxes

- * Refer to manufactures' literature

Drive Transmissions

Caution: Never remove a drive transmission guard whilst the motor is running; always replace a drive transmission guard before switching the power back on.

- * Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and wear, tension as required, *see manufacturers' literature*.

Guards

- * Check for damage, removal or signs of them being insecure.

Rollers

- * Study the roller operation; detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.
- * Record findings and arrange for overhaul if any abnormal conditions are observed.
- * Inspect the drive pulley lagging. Examine for wear of the nipples on the lagging, particularly the trapezoidal (taper) sections of the pulley. Check for softening of the lagging material also for lifting of the lagging. Renew the lagging if there is substantial wear or signs of the lagging softening or lifting.

Structural Items

- * Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the following Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways Repair or renew as necessary.

Yearly

Bearings

- * Lubricate as per the manufacturers' literature.
- * Check bearing grub screws are secure and located in the correct position.
- * Study operation. Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing any signs of wear, examine and replace where necessary.

Belts

- * Clean the belt free from any build-up of foreign matter as necessary. Also if required clean with a mild detergent solution on a damp cloth or a stiff brush. Never allow water to come into contact with the belt or metal parts of the conveyor.
- * Check for signs of wear or deterioration of belt.
- * Clean the belt free from any build up of foreign matter as necessary.

Caution: Never allow oil or solvents to come into contact with the belt, as this may cause deterioration of the belt and belt slippage.

- * Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking if required,
- * If the conveyor belt has to be removed or replaced, take the opportunity to inspect those areas that are normally inaccessible.
- * Check the belt tension; ensure there is adequate travel remaining on the tension screws, maximum use 2/3rds of the length of the screw. Adjust the belt tension if required; see belt maintenance procedure for *Belt Tensioning*.

Drive Motors/ Gearboxes.

- * Refer to manufactures' literature.

Drive Transmissions.

Caution: Never remove a drive transmission guard whilst the motor is running; always replace a drive transmission guard before switching the power back on.

- * Check chains for slackness and wear, lubricate as required, see *General Instructions for Lubrication*.
- * Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and wear, tension as required, see *manufacturers' literature*.

Guards

- * Check for damage, removal or signs of them being insecure.

Rollers

- * Study the roller operation; detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage. Record findings and arrange for overhaul if any abnormal conditions are observed.
- * Clean the pulley/roller face free from any build up of foreign matter.

Structural Items

- * Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the following Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways Repair or renew as necessary.

General maintenance

Inspect important auxiliary and safety items and report concerns or non-serviceable items to ACSA Helpdesk and ensure completion of repairs within a reasonable time, else follow escalation process.

- Fire systems and extinguishers
- OSHACT tool/equipment inspections
- Support structures
- Spares
- Cleaning

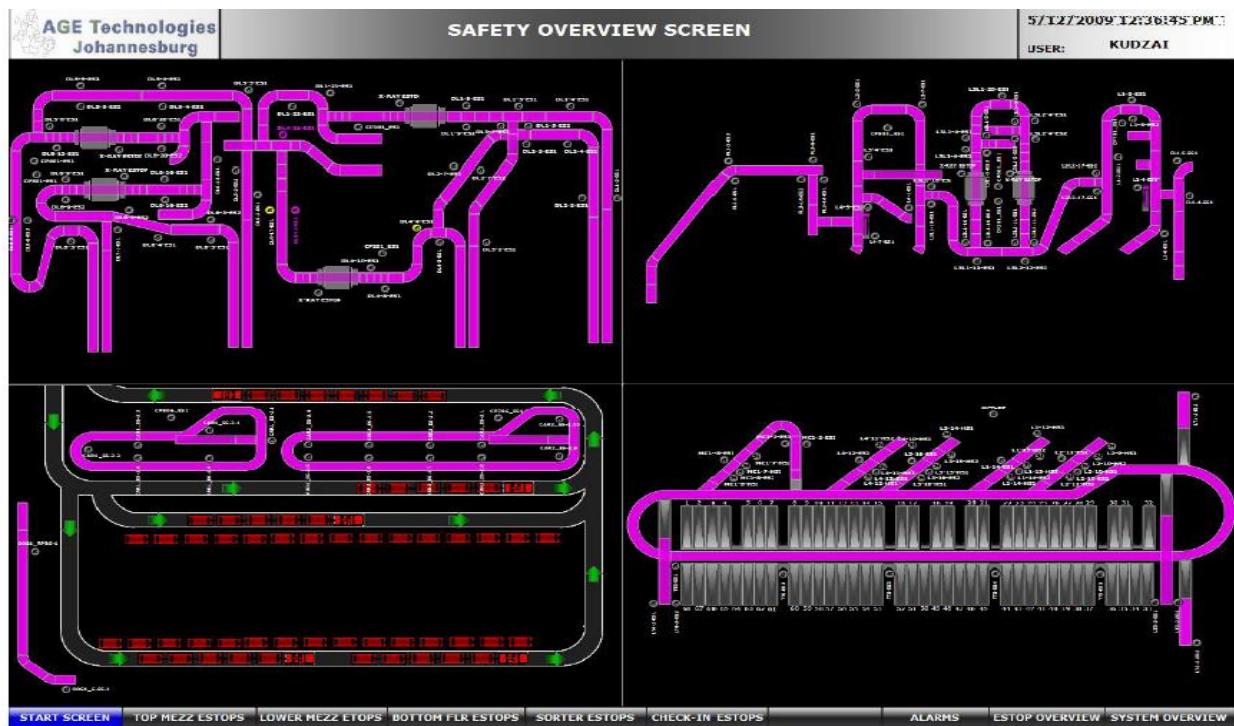
- IT Systems
- Electrical Systems

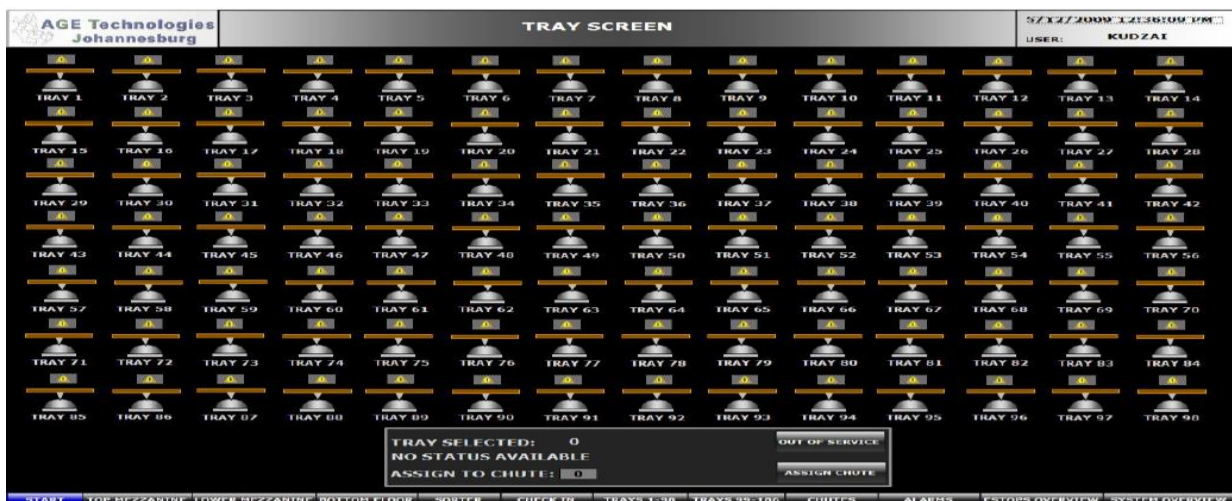
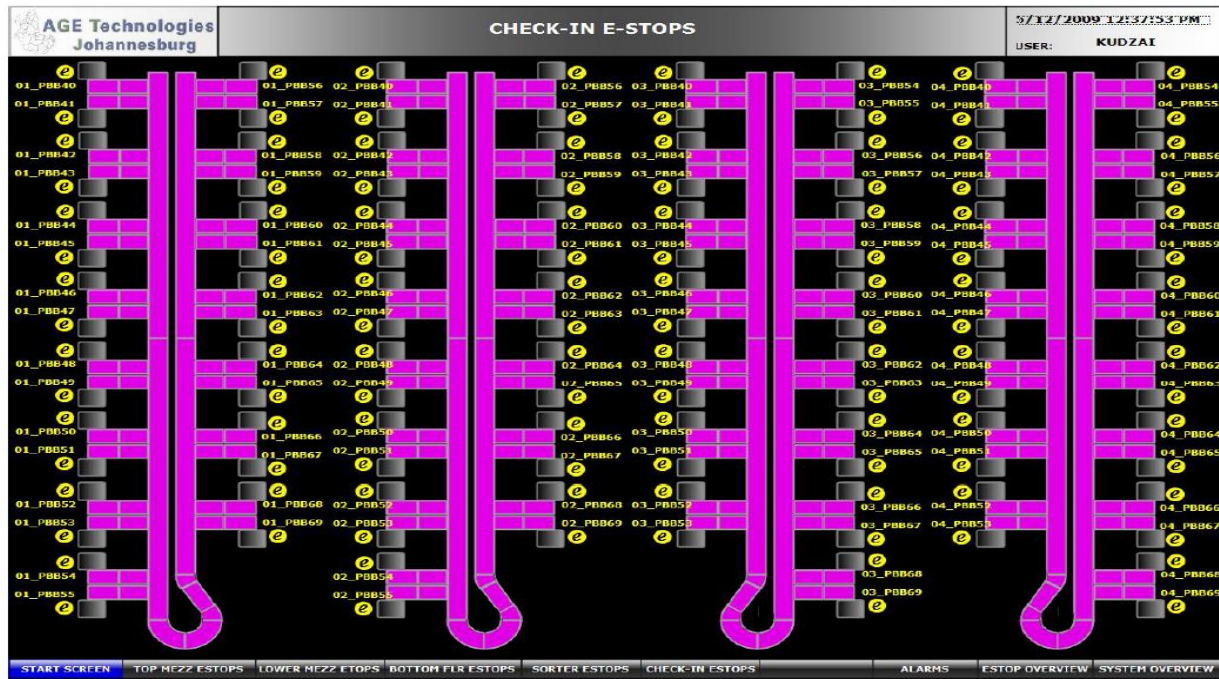
Predictive Maintenance

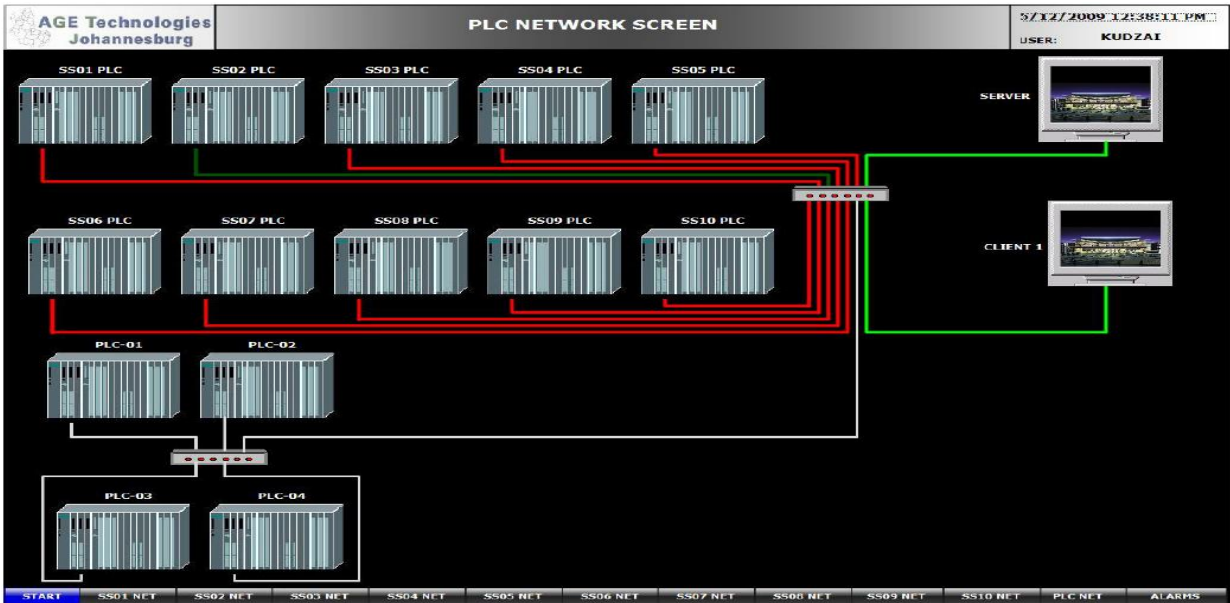
Predictive maintenance may include the following:

- Vibration analysis'
- Oil analysis
- Thermographic analysis
- Temperature analysis
- Noise analysis,
- and others
- IT predictive component maintenance

System Overview layout







6. List of drawings

6.1 Drawings issued by the Employer

None of the drawings issued by the Employer however OEM manuals with drawings are available for referencing.

Drawing number	Revision	Title