



C1.1 Forms of Offer and Acceptance

Offer

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

BAGGAGE HANDLING SYSTEM OPERATIONS

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

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

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

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

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature
 of witness signature

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



Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

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

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Contractor receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Contractor (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,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627**

Name of witness signature



Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....
.....
.....
2 Subject .....	.....
Details .....	.....
.....
.....
.....
3 Subject .....	.....
Details .....	.....
.....
.....
.....
4 Subject .....	.....
Details .....	.....
.....
.....
5 Subject .....	.....
Details .....	.....
.....
.....

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor 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 Contractor of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

Secondly the Pricing data;

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

Fourthly, the additional conditions of contract under these Z clauses

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

General Conditions of Contract

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

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

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



C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price Adjustment for inflation</p>
	and secondary Options:	<p>X2: Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of Liability (as amended in Option Z)</p> <p>X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	O. R. Tambo International Airport Private Bag X1 3 rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	
10.1	The <i>Service Manager</i> is:	
	Address	
	Tel No.	
	e-mail	
11.2(2)	The <i>Affected Property</i> is	O. R. Tambo International Airport



11.2(13)	The <i>service</i> is	Baggage Handling System Operations, as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users 2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects 3. Work in confined spaces 4. Work with flammable and toxic gases 5 Refer to Annexure C for more risks
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	8 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	1 September 2025
30.2	The <i>Service Period</i> is	Five (5) years after signing of the contract by ACSA or when the amount in the Form of Offer has been fully expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days



51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule



83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him [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]
W1.2(3)	The <i>Adjudicator nominating body</i> 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(2)	The <i>tribunal</i> is:	arbitration



W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	The Chairman 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> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X13	Performance bond	
X13.1	The amount of the performance bond is	N/A
X16	Retention	
X16.1	The <i>retention percentage</i> is	N/A
X17	Low service damages	As per the Service Information (C3), Annex B
X17.1	The <i>service level table</i> is in	The Service Information), Annex B
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the



Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for:

- Loss of or damage to the Employer's property,
 - Defects liability,
 - Insurance liability to the extent of the Contractor's risks
 - death of or injury to a person;
- infringement of an intellectual property right

X18.5 The *end of liability date* is **52 weeks after the end of the service period.**

X20 Key Performance Indicators

X20.2 A report of performance against each **month**
Key Performance Indicator is provided
at intervals of

Z	The <i>additional conditions of contract</i> are
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AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:

Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

Z4. Termination



- Z4.1** Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
- Z4.2** Add the following to core clause 91.8, The *Employer* may terminate the Contract in the event that the *Contractor* is unable to maintain an average availability of 91% for a continuous period of twenty-four (24) weeks as measured by ACSA IMCS system (R22).
- Z4.3** Add the following to the Termination Table: If the *Employer* terminates in terms of this clause 91.8, the procedures on termination are P1, P3 and P4 as stated in clause 92, and the amount due is A1 and A2 as stated in clause 93.
- 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:
- Firstly, the Contract Data (C1.2) and Conditions of Contract;
 - Secondly the Pricing data;
 - Thirdly, the Service information (C3) and Annexes thereto shall prevail;
 - Fourthly, the additional conditions of contract under these Z clauses
 - Lastly any schedules, drawings and other documents included with this agreement.
- Z5.2** The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the *price list* or any delay to the end of the *service period*.
- Z6** Payment: Add the following at the end of core clause 51:
- 51.5** The *Employer* does not pay interest to the *Contractor* on a late payment resulting from the *Contractor's* failure to provide the *Employer* with a correctly rendered VAT invoice within the period stated in clause 51.1 above.
- 51.5** The *Employer* is entitled to deduct from or set off against any money due to the *Contractor*
- any sum due to the *Employer* from the *Contractor* or
 - any amount for which the *Contractor* is liable to pay to the *Employer* (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

- Z7.** Changes in Law: Add the following clause to secondary option X2 as X2.2:
- Z7.1** A change in law is defined as:



- Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any subContractor or any affiliate to the *Contractor*.
- Z8. Performance Bond: The following amendments are made to clause X13:**
- Z8.1 Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.
- Z8.2 Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.
- Z9 Limitation of liability: Insert the following new clause as Option X18.6:**
- Z9.1** 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.
- Z9.2** Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

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



- Z11.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1** The *Contractor* undertakes:
- Z12.1.2** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13 Confidentiality**
- Z13.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3** This undertaking shall not apply to –
- Z13.3.1** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of



the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5 The *Contractor* ensures that all his SubContractors abide by the undertakings in this clause.

Z14 *Employer's Step-in rights*

Z14.1 If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subContractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subContractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end

Z15 *Liens and Encumbrances*

Z15.1 The *Contractor* keeps the Equipment used to Provide the Service free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his SubContractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16 *Intellectual Property*

Z16.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z16.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z16.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

Z16.4 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.

Z16.5 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:



- Z16.5.1** the *Contractor's* service;
- Z16.5.2** the use of the *Contractor's* Equipment, or
- Z16.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z16.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z17.1** 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”.
- Z17.2** The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:
- Z17.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z17.2.2** “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.”
- Z18 Day:**
- Z18.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z19 Safety:**
- Z19.1** 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.
- Z19.2** 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:
- Z19.2.1** 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.
- Z19.2.2** 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.



Z19.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.



C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
11.2(8)	The direct fee percentage is:	.....10%
	The subcontracted fee percentage is:	.....10%
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal (Annex F)
1	MANAGER	
	Name:	
	Qualifications relevant to this contract	
	Experience	



2 SUPERVISOR

Name:

Qualifications relevant to this contract

Experience

3 SUPERVISOR

Name:

Qualifications relevant to this contract

Experience

4 SUPERVISOR

Name:

Qualifications relevant to this contract

Experience

7 Others

Name:

Qualifications relevant to this contract



Experience

- 11.2 The following matters will be included in the Risk Register
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
-



C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA O R Tambo INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa OR Tambo International Airport ACSA Building, 4th Floor

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”



MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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



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

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
--

The Mandatary undertakes to ensure that they and/or their subContractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subContractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her



employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their sub Contractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.



ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



C1.4 Forms of Securities

Not Applicable

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) *(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)*

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393
O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
OR Tambo International Airport
1627

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	
1.8	"Service" means	Baggage Handling System Operations set out in the Section C3, Works Information



2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the Employer by a director of the Employer;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
6. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the Employer and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__



For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp



C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

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

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

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



right to call for full information regarding insurance costs included by the Contractor.

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

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

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

Insurance Affected by the Contractor.

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

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



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

Sub-Contractors

The Contractor shall:

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



C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------|---|
| Identified and defined terms | 11 | |
| | 11.2 | <p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <p style="padding-left: 40px;">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</p> <p style="padding-left: 40px;">where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</p> <p>(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.</p> |

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

Function of the Price List

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



with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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



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

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

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

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

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.



11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required service levels and the quantity and type of equipment, not the number of on-site resources.**



C2.2 Price List (including the Activity Schedule)

There shall be no charge for site establishment

Part 1

Part 1: Activity Schedule

Item no.	Activity Description	Frequency	Quantity	Total (monthly) (Excl. VAT)
1	Office furnishings (equipment and furniture)	Once off		
2	Insurance (other)	Monthly		
3	Office Space rental (to be invoiced at cost with no mark-up applied)	Monthly		
4	Contract Management and Administration (including back-office staff & system support, maintaining of up-to-date performance and trending and analysis records and tools, audits, reporting, operating manuals, procedures, training manuals)	Monthly		
5	Airport permits and parking fees (to be invoiced at cost with no mark-up applied)	Monthly		
6	Cell phone and two-way radio support	Monthly		
7	Site supervision (including 24hrs availability and cellphone support of contract manager and senior support staff)	Monthly		
8	Uniforms (PPE)	Once off		
9	Staffing:			
9.1	All required operational services as described by Level 1 operators* (Supervisors)	Monthly		
9.2	All required operational services as described by Level 2 operators* (System Controllers)	Monthly		
9.3	All required operational services as described by Level 3 operators* (System Operators/MES Operators)	Monthly		
9.4	All required operational services as described by Level 4 operators* (Operators/Labourer)	Monthly		
10	Other fixed amount obligations (Detail)			
10.1	Maintenance Contract: Two -way radios and base stations	Monthly		
10.2	Microsoft License	Once off		
10.3	Internet (Business) - Uncapped	Monthly		
10.4	Office Consumables/stationery	Monthly		
11	Other 1: WCA Levy	Monthly		
12	Other 2: Start-up Costs	Once-off		
Sub Total A				
	* Rates quoted shall be the net selling rate including staff standby, sick leave, shift work, paid leave and other allowances.			



Part 2

Work not included under part 1 will be charged on a cost-plus-mark-up basis. No additional labour shall be charged for any type of work where rostered staff are utilised for doing the work during their scheduled work hours. As a rule, all repairs and additional work shall be done by rostered staff unless by prior arrangement with the Contract manager. (refer the 2 examples below)

Labour rates

Item no.	Description	Normal hours	After hours	Monthly Rate*
		(R/hour)	(R/hour)	(R/month)
1	Site Manager			
2	Level 1 (Supervisor)			
3	Level 2 (System Controllers)			
4	Level 3 (System Operators/MES Operators)			
5	Level 4 (Jam Operator/Labourer)			
	*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. The above rates will apply in this event.			

All items, spares, software and services procured from a third party will be charged at cost plus mark-up. Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Mark-up % shall be the following:

Minimum resources table

SUPERVISION	QTY
Supervisor	6
Total	6
CTB	QTY
Control Room	3
Check-In	9
MES	6
Basement Ops	9
Arrivals & Transfer lines	9
Total	36
TB	QTY
Control Room	3
Check-In	9
MES	3
Basement Ops	9
Total	24
TA	QTY
Control Room	3
TA6-Elevators and check-in	9



TA01-MES 01	3
TA02-MES 03	3
TA 01 Basement	6
TA 02 Basement	6
Total	30
NIGHT SHIFT	
Level 4 Operator	9
Grand Totals	105

CPI of 6% to be used for calculation purposes:

Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups. 6% escalation should be used for illustrative purposes.

Yer 1: Annual Year 1 contract value (items A): R (Excl. VAT)

Year 2: Annual Year 1 with CPI contract value R (Excl. VAT)

Year 3: Annual Year 2 with CPI contract value R (Excl. VAT)

Year 4: Annual Year 3 with CPI contract value R (Excl. VAT)

Year 5: Annual Year 4 with CPI contract value R (Excl. VAT)

Total Five-year contract value (excluding VAT): R (Excl. VAT)

(This amount must be quoted in the "Tenderer's offer")

The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract



C3 Service Information

DESCRIPTION OF THE WORKS

1.1.1.1. Overview of the works

The Contractor will maintain the Arrivals Baggage Handling System (BHS) at ORTIA. The system is spread out over a large area of the terminal building, mostly in security-controlled areas and areas accessible to the public. The Contractor will be appointed directly by the Airports Company of South Africa.

The equipment included in this Contract is summarised below:

- a) The Contractor will maintain the three departures and arrivals conveyor systems located in Terminal A, Terminal B and the Central Terminal Building. It consists, amongst other, of the following:
 - b) 18 arrival carousels (6 of these carousels have an associated arrival conveyor system – both carousels and conveyor system are of the Vanderlande brand. An additional carousel and associated conveyors will be procured for Terminal A during the duration of this contract and that will be included in this contract at no additional cost.
 - c) 2 carousels with associated conveyors in the Terminal A basement used for baggage sortation
 - d) 2 carousels with associated conveyors in the Terminal B basement used for baggage sortation
 - e) Approximately 272 check-in scales – of the Atrax brand (model ABS960)
 - f) 52 baggage elevators – of the Logan brand
 - g) 1 lowerator – of the Logan brand
 - h) An estimated 2224 conveyor belts – mainly of the Beumer Group, Vanderlande, Transform and Logan brands (This number includes an estimated 280 curve belts and several verti-sorters, luffer conveyors and plough conveyors)
 - i) An estimated 42 small roller shutter doors
 - j) Transfer bag induction areas.
 - k) Transfer conveyor systems linking these various baggage systems.
 - l) Out of gauge baggage handling facilities.
 - m) All electrical motor/gearboxes and 220V/380V wiring and other peripherals associated with the above, but EXCLUDING its main control systems.
 - n) The automated baggage sortation systems and the upper-level control systems are EXCLUDED from the contract scope.
 - o) All roller beds, draft curtains, roller shutter doors, PEC's, isolators, E-stop buttons, Automated Bar Code Readers, Local Motor Switches, variable speed drives, electrical



motor/gearboxes and 220V/380V wiring and other peripherals associated with the above but excluding main control panels.

1.1.1.2. Extent of the works

- a) The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.
- b) The Contractor shall (within reason) ensure that he has valid written understandings in place with suppliers of OEM spare parts at market related rates.
- c) The Contractor shall ensure that (within reason) he has a valid written understanding in place with the OEM in the event the Contractor require their technical support.
- d) The Contractor will perform all required system maintenance, whilst system operations will be performed by a 3rd party. ACSA endeavour to provide clear guidance on the boundaries of scope between the Contractor and the “3rd party operations contractor”. However, in the event of ambiguity, the Contractor shall assume responsibility to ensure that equipment in error state is returned to operational condition.
- e) In the event equipment breaks down, the Contractor shall be responsible to work closely with the ACSA Baggage Operations department to ensure that the impact on airport operations is minimised and that the ACSA Baggage Operations department can make effective decisions in terms of contingency system operations. In the event of a single conveyor not being available for use, this shall include the Contractor moving bags across the conveyor by hand to ensure that airport baggage operations are not impacted.
- f) The Contractor shall attend to all equipment stoppages, system alarms, fault finding, all required repair work and all preventative and corrective maintenance.
- g) A 3rd party will maintain the Departures Baggage Handling System. The Contractor shall (within reason) have a harmonious work relationship with this party.
- h) A 3rd party will operate and control the baggage system from a control room and attend to bag-jams, bag-too-high alarms. This party will be responsible for informing the Contractor in real-time of any system alarm. The Contractor shall (within reason) amicably work together with this party to achieve the airport’s operational goals.
- i) All preventative maintenance work shall be planned at least 3 months in advance and communicated to the ACSA Baggage Operations department 3 week in advance.
- j) The Contractor shall (within reason) ensure that no preventative or corrective maintenance work interfere with airport baggage operations.



- k) All work will be carried out to standards as required by:
 - I. the Original Equipment Manufacturer (OEM)
 - II. any applicable governing law and/or regulations
 - III. this document
 - IV. ACSA policies and Procedures

Where the above standards differ, the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.
- l) The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them.
- m) The Contractor shall ensure that his staff are adequately trained to work on all equipment within the contract scope.
- n) All Technicians shall have SAQA Accredited Trade Test Qualifications.
- o) 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.
- p) All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift unless agreed with the Service Manager.
- q) All repair work shall carry a defect free guarantee for a period of 6 months after completion of work. Where a conveyor breaks down for the same reason as prior, within 7 days of it being repaired, a Low Service Damage amount shall be claimed from the Contractor.
- r) The Contractor shall always remain responsible for a maintenance regime that is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.
- s) The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the Hold Baggage Screening (HBS) activities/procedures in the area.



- t) The Contractor shall ensure that any staff member with reasonable suspicion of partaking in baggage pilferage or other criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.
- u) The Contractor will compile and keep current a recommended spares list that will guarantee system performance to the service levels stated in this document. All on-site spares shall be paid for and belong to ACSA. It is therefore not required for the Contractor to stock his own spares.
- v) ACSA shall provide an on-site spares room, free of charge, to the Contractor that will be near the baggage system and always accessible to the Contractor. The Contractor shall keep the spares room neat and clean. He will manage the spares inventory in accordance with ACSA's policies and procedures in this regard. The Contractor will maintain an up-to-date inventory of all items in stock. The Contractor shall be fully responsible for the safekeeping of all spares and shall refund ACSA any spare item that he cannot account for as legitimately used in the system.
- w) The Contractor shall be responsible to notify ACSA of any requirements for replenishment of spares. If it is agreed that the Contractor will procure spares, the Contractor will charge ACSA in accordance with the Activity Schedule.
- x) The Contractor shall be responsible to notify ACSA of any required repairs that will require the use of spare parts and/or additional charges to ACSA. On obtaining approval from the Service Manager, the Contractor will ensure that the work is done, at competitive rates, and will charge ACSA in accordance with the Activity Schedule.
- y) 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 to comply with the Response Time requirements of this contract. **Any exclusions to the above should be clearly communicated in the returnable schedules when submitting the tender.**
- z) The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members are reachable via cell phone for 24-hours per day.
- aa) The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

1.1.1.2.1. Location of the works



- a) The Works are located at ORTIA at various locations – mostly in restricted and access controlled areas. It is crucial for the Contractor to note that ORTIA is a National Key Point and governed as such. Any person accessing the site are subject to a security vetting process and it cannot be assumed that access to the site will automatically be granted. The Contractor shall have no claim against ACSA in the event an employee of him are declined access to the site on reasonable grounds.

1.1.1.2.2. Procurement

- a) The Contractor will always respect OEM warranties to ACSA when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that reasonable OEM warranty requirements are adhered to.
- b) The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.
- c) 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.

1.1.1.2.3. Subcontracting

- a) Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

1.1.1.3. Further specifics of the works

I. Particular / generic specifications

- a) All work shall conform to all relevant SANAS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- b) All work shall be carried out in accordance with prevailing industry norms and best practice. In addition, all work shall comply with OEM requirements, where those requirements are made available to the Contractor by the Employer.

II. Planning and programming



- a) All preventative maintenance work shall be scheduled at least 3 months in advance and a roster presented to the Service Manager at the end of every month. All work will be scheduled to accommodate and not to interfere with normal airport operations. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.
- b) There shall be enough slack in the schedule to allow for unplanned corrective maintenance without adversely impacting on the preventative maintenance schedule.
- c) During operational hours, down-time of equipment for unplanned corrective maintenance shall be arranged with the Operations Manager to suit airport operations. Normal airport operational hours may be amended by the Operations Manager from time to time. At no time may scheduled maintenance work interfere with airport operations.
- d) The Contractor will ensure that at least one maintenance team is on-site during airport operational hours. Shifts will only close on the arrival of staff for the next shift. Maintenance teams will attend scheduled maintenance, corrective maintenance and breakdown maintenance.
- e) The Contractor may not utilise rostered maintenance staff for any other work than that as specifically required under this Contract. This implies that staff dedicated fulltime 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.
- f) Apart **from all other required maintenance items**, the following items are highlighted and shall be scheduled accordingly:

Item	Action	Frequency
All Carousels	Check for safety, cleanliness, and unusual noises	Twice daily
All carousel cladding, sidewalls and slats	Ensure all areas visible to the public is clean, presentable, and properly secured. It must be free of stickers, dust, dirt, and grime.	Daily
All conveyors	Check for tracking, unusual noises, oil leaks and other obvious faults that may result in damage or breakdowns	Twice weekly
All conveyors	Clean building areas associated with the conveyors from dust, baggage waste, dirt, etc. This includes beneath conveyors.	Weekly
Spares storeroom	Neatly arrange all spares and clean the spares room	Weekly



Spares	Dust-off spares and shelves, inventory check and filing of report	Monthly
Workshop (if provided)	Clean and sweep area and neatly arrange all tools	Daily
Workshop tools (Contractor owned and ACSA owned)	Inventory check and filing of report	Weekly
All work areas relating to this Contract	Safety inspection by Contractor's nominated safety representative and filing of report	Monthly

III. Methods and procedures

- a) 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:
- Re-scheduling of work to accommodate other contractors
 - Facilitating site visits/inspections/repairs by 3rd party suppliers
 - Checking on other contractors to reduce risk to BHS equipment
 - Pointing out services to consultants or other contractors
 - Providing access to other contractors
 - Attending co-ordination and planning meetings
 - Removing rubble and/or equipment from site
 - Training of ACSA operators and/or technicians
 - Training of check-in or baggage loading staff
 - Providing of system data and/or statistics to ACSA
 - Recommending improvements on maintenance procedures
 - Recommending improvements on operational procedures
 - Co-operating with ACSA Security relating to security issues
- b) The ACSA Service Manager may instruct 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.

IV. Quality plans and control

- a) 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.



V. Environment

- b) 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.
- c) 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

VI. Format of communications

- a) 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.

VII. Key personnel

- a) ACSA has specific requirements for Key personnel and this is detailed in Annex E. In the event the Contractor fails to provide one or more of these Key personnel, for a period of more than 60 days, it shall be regarded as a major breach of Contract.
- b) A schedule of Key personnel for this Contract will be provided to the Service Manager at commencement of this Contract. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

VIII. Management meetings

- a) The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

IX. Electronic payments

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



X. Daily records

- a) 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.

XI. Monthly reports

- a) When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:
 - 1. system availability (averaged per week)
 - 2. top five stops per week by duration
 - 3. maintenance work (including % of scheduled maintenance work completed)
 - 4. daily checks performed
 - 5. maintenance plan for the next 3 months
 - 6. the latest spares inventory
 - 7. the latest tools inventory
 - 8. any other reports that may be requested by the employer from time to time in order to aid system performance investigations or continuous improvement initiatives.

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.

XII. Permits and parking

- a) The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it.

The Contractor shall not be compensated for parking costs and no free parking shall be made available to the Contractor.

The Contractor must ensure that he/she is always 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 if a permit request is refused.

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

XIII. Proof of compliance with the law

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

XIV. Insurance provided by the employer

Refer to General Conditions of Contract

XV. Health and safety requirements and procedures

- a) The Service Manager shall be entitled to fine the Contractor an amount of R5000 per safety infringement. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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



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

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

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

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

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

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

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

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

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

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

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



Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

At no time must the Contractor interfere with, or put at risk, the functionality of any 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.

XVI. Cell phones and two-way radios

- a) 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.

XVII. Protection of the public

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

XVIII. Barricades and lighting

- a) 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.

XIX. End of contract handover

- a) When this contract comes to an end, the Contractor shall, as far as is reasonable, ensure a smooth handover of the site (or portion thereof) to the future contractor. This will include handover of all required site information, spares, documentation and preventative



maintenance reports. The Contractor shall comply to any reasonable instruction the Service Manager may issue in this regard.

- b) The Contractor shall compensate ACSA the market related rate for all spare parts that cannot be reasonably accounted for.
- c) Except for fair wear and tear, the Contractor shall compensate ACSA the market related rate for all repairs required to spares rooms, work shops, offices and other areas utilised by the Contractor during the execution of this Contract.
- d) In the event of a transfer of work from the *Contractor* to another contractor and it be determined by the *Employer* that section 197 of the Labour Relations act 66 of 1995 is applicable; The Contractor shall negotiate in good faith with all affected staff as well as the new contractor in this regard. The Contractor will, as far as is reasonable, facilitate a successful section 197 transfer of affected staff to the new contractor. The *Contractor* shall further provide all information to the new contractor that might reasonably be requested for the purpose of a section 197 takeover of staff.

**ANNEXES to C3 (Service information)**

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Schedule of Tools and Special Equipment	Annex D
Schedule of Key Personnel	Annex E
System schematics	Annex F

**ANNEX A****Schedule of Equipment**

1. 18 arrival carousels (6 of these carousels have an associated arrival conveyor system – both carousels and conveyor system are of the Vanderlande brand. An additional carousel and associated conveyors will be procured for Terminal A during the duration of this contract and that will be included in this contract at no additional cost.
2. 2 carousels with associated conveyors in the Terminal A basement used for baggage sortation
3. 2 carousels with associated conveyors in the Terminal B basement used for baggage sortation
4. Approximately 272 check-in scales – of the Atrax brand (model ABS960)
5. 52 baggage elevators – of the Logan brand
6. 1 lowerator – of the Logan brand Page 4 of 6
7. An estimated 2224 conveyor belts – mainly of the Beumer Group, Vanderlande, Transform and Logan brands (This number includes an estimated 280 curve belts and several verti-sorters, luffer conveyors and plough conveyors)
8. An estimated 42 small roller shutter doors
9. Transfer bag induction areas.
10. Transfer conveyor systems linking these various baggage systems.
11. Out of gauge baggage handling facilities.
12. All electrical motor/gearboxes and 220V/380V wiring and other peripherals associated with the above, but EXCLUDING its main control systems.
13. The automated baggage sortation systems and the upper-level control systems are EXCLUDED from the contract scope.
14. All roller beds, draft curtains, roller shutter doors, PEC's, isolators, E-stop buttons, Automated Bar Code Readers, Local Motor Switches, variable speed drives, electrical motor/gearboxes and 220V/380V wiring (excluding control panels)
15. All carousel cladding, coverings and related steelwork.
16. The following are EXCLUDED from the contract scope:
 - a. first-bag-last-bag system
 - b. flight information displays
 - c. Advertising and decorations on carousels
 - d. The all-control panels of lines specified above
 - e. E-stop system
 - f. EDtS and CTX machines

The list of equipment above is provided in good faith and may not be exhaustive.

**ANNEX B****Service Level Table****Operational hours**

Normal airport operational hours shall be regarded as being **from 04:00 to 23:30** for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) shall have no impact on the Contractor's fee and/or rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. Resourcing shall be adequate to allow for responding to at least 2 (two) system alarms/stoppages simultaneously within the required response time.
3. Resourcing shall be adequate to allow for attending to at least 2 (two) breakdown within the required response time.
4. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance.

Resourcing

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

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to (within reason) instruct that personnel that are not adequately qualified or suited for this contract be removed from the site.

Refer to Annex E for the Schedule of Key Personnel.

Performance benchmarks

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

All repair work shall carry a defect free guarantee for a period of 6 months after completion of work.



Except stoppages due to mains electricity supply failures or where ACSA has refused system repairs or access to the site, the Contractor will:

- a. Within 5 minutes: Respond to and resolve 99.8% of all equipment stoppages and alarms. (time is calculated from the time the alarm appears on the SCADA to the time the equipment being operational)
- b. Within 120 minutes: Repair at least 95% of all breakdowns (time is calculated from the time the alarm appears on the SCADA to the time the equipment being operational)

The *Contractor* shall maintain an average weekly system availability of 99.8% or higher. A weighted distribution for the equipment making up Terminal A arrivals shall be measured as one system and that for Terminal B arrivals shall be measured as another system. The following shall apply to calculating this number:

- a. Stoppages due to mains electricity supply failures, deficiencies/failures in the ACSA IT network and/or where ACSA has refused system repairs or adequate access to the site, will be excluded from this calculation.
- b. First-line stops such as bag-jams, bag-too-high, E-stops, non-aligned tray, Item on tilted tray, conveyor trips, etc. (that are longer than 5 minutes in duration) shall form part of the system availability calculations.
- c. The availability percentage will be calculated per week using the official operational hours of the system (as determined by the service manager from time to time and currently 19 hours).
- d. Stops shorter than 5 minutes will be ignored in calculating the system availability.

All the responses to the above jams and stoppages shall be dispatched from the Upper Level Control Room by the 3rd party system operator. Conversely once the problem has been resolved the Contractor will advise the Upper Level Control Room of the resolution.

100% of scheduled maintenance shall be completed at the end of every month, regardless of any breakdowns or challenges that might have been experienced on the system.



Low Service Damage

ACSA must notify the contractor in writing of its intention to claim a Low Service Damage within 30 days of an event or ACSA will lose its right to claim the Low Service Damage. Should ACSA not claim a Low Service Damage 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 Damage 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 are limited to a maximum of R200 000 per month.

Low Service Damages Table*:

Where a repair cannot be completed within 24 hours due to the unavailability of a skill and/or tool and/or spare part.	R20 000 (Unless the unavailability of the skill, tool or spare was agreed to in writing by the Service Manager or his/her duly authorised representative.)
Leaving a breakdown incomplete or unattended for another day or shift.	R20 000 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
A repeat breakdown of a similar nature as prior on the same conveyor within 7 days	R20 000 (excluding torn belts caused by bags)
Not meeting the 99.8% system availability per month	R35 000 (per system)
Not meeting the 95% 120-minute repair target for any calendar month	R50 000
Safety infringement	R5 000
Housekeeping infringement	R5 000
Where planned maintenance/repair work interfere with normal system operations – without the contractor having informed the ACSA Baggage Operations department in advance.	R5 000
Failure to close WR, PM and WO within allowable time	R2000 per wo or wr or PM
Zero maintenance stock levels	R2 000 per item (unless the low stock levels was agreed to by the Service Manager or his/her duly authorised not to replenish or unless the required spares are not available on market)



- * (1) The amounts in this table exclude VAT and must be excluded from future price escalations.
(2) The above Low Service Damages Table shall only come into effect two months after the Contract start date

**ANNEX C****OHS ACT Appointment of Contractor****OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 SECTION 37(2) CONTRACT**

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to _____ henceforth referred to as the contractor, in as far as, Airports Company South Africa (ACSA) O.R. Tambo International Airport shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of Airports Company South Africa (ACSA) O.R. Tambo International Airport, you shall also be required to comply with the conditions and safety procedures of Airports Company South Africa (ACSA) O.R. Tambo International Airport.

Airports Company South Africa (ACSA) OR Tambo International Airport hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of Airports Company South Africa (ACSA) O.R. Tambo International Airport to cease, until satisfied that such contravention has been rectified. Non-compliance to Airports Company South Africa (ACSA) O.R. Tambo International Airport arrangements and procedures will adversely affect future contracts, while serious non-compliance may lead to immediate expulsion from the premises.

REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS

It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.

The contractor furthermore agrees to the following health and safety rules of Airports Company South Africa (ACSA) O.R. Tambo International Airport:



- The contractor shall have available a copy of the OHS Act on request.
- Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
- Any contractor with ten or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
- Any contractor with less than ten employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
- The contractor shall keep up to date and available for inspection all applicable legally required registers.
- The contractor shall make himself and his employees conversant with Airports Company South Africa (ACSA) O.R. Tambo International Airport emergency and evacuation procedures.
- The contractor shall not misuse anything, which is supplied in the interest of health and safety.
- The contractor shall adhere to all Airports Company South Africa (ACSA) O.R. Tambo International Airport safe working procedures.
- The contractor shall be subject to the health and safety and security rules of Airports Company South Africa (ACSA) O.R. Tambo International Airport.
- No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

INDEMNIFICATION

The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of Airports Company South Africa (ACSA) O.R. Tambo International Airport and that the Contractor:

- Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against Airports Company South Africa (ACSA) O.R. Tambo International Airport, its employees, agents and/or mandatories in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of Airports Company South Africa (ACSA) O.R. Tambo International Airport, its employees, agents and/or mandatories or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- Hereby indemnifies Airports Company South Africa (ACSA) O.R. Tambo International Airport, its employees, agents and/or mandatories against any claims from the



Contractor's employees and/or from any other person, arising and being caused in the manner set out above.



I, _____ on behalf of the Contractor, do hereby declare that my company _____ acknowledges having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions

NAME OF AUTHORIZED PERSON

DATE

SIGNATURE OF AUTHORIZED PERSON

DATE

WITNESS 1

DATE

WITNESS 2

DATE



OHS ACT Appointment by Contractor

In terms of the Occupational Health and Safety Act (1993) Section 37(2) I,

_____ on behalf of _____

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by

_____ (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons working on this contract observe them.

Title_____ Name_____

Signature_____

Date_____

Countersigned by company official

Title_____ Name_____

Signature_____

Date_____

**ANNEX D****Tools and Special Equipment**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusions** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time

The Contractor must provide his own equipment to enable him to reach elevated infrastructure and safely do the required work within the required Service Levels.



ANNEX E

Schedule of Key Personnel

The following are Key Personnel and the minimum requirements for them:

MANAGER

- Minimum 3 years' experience in automated sortation or automated conveyor systems in a managerial role

Relevant tertiary education (SAQA accredited) in Logistics or Industrial engineering or Business management or Transportation or Supply Chain Management or Operations management or degree or diploma in electrical OR mechanical engineering

SITE SUPERVISOR

- Minimum 2 years' experience in automated sortation or automated conveyor systems in a supervisory role.
- Minimum level of qualification (SAQA accredited or equivalent)



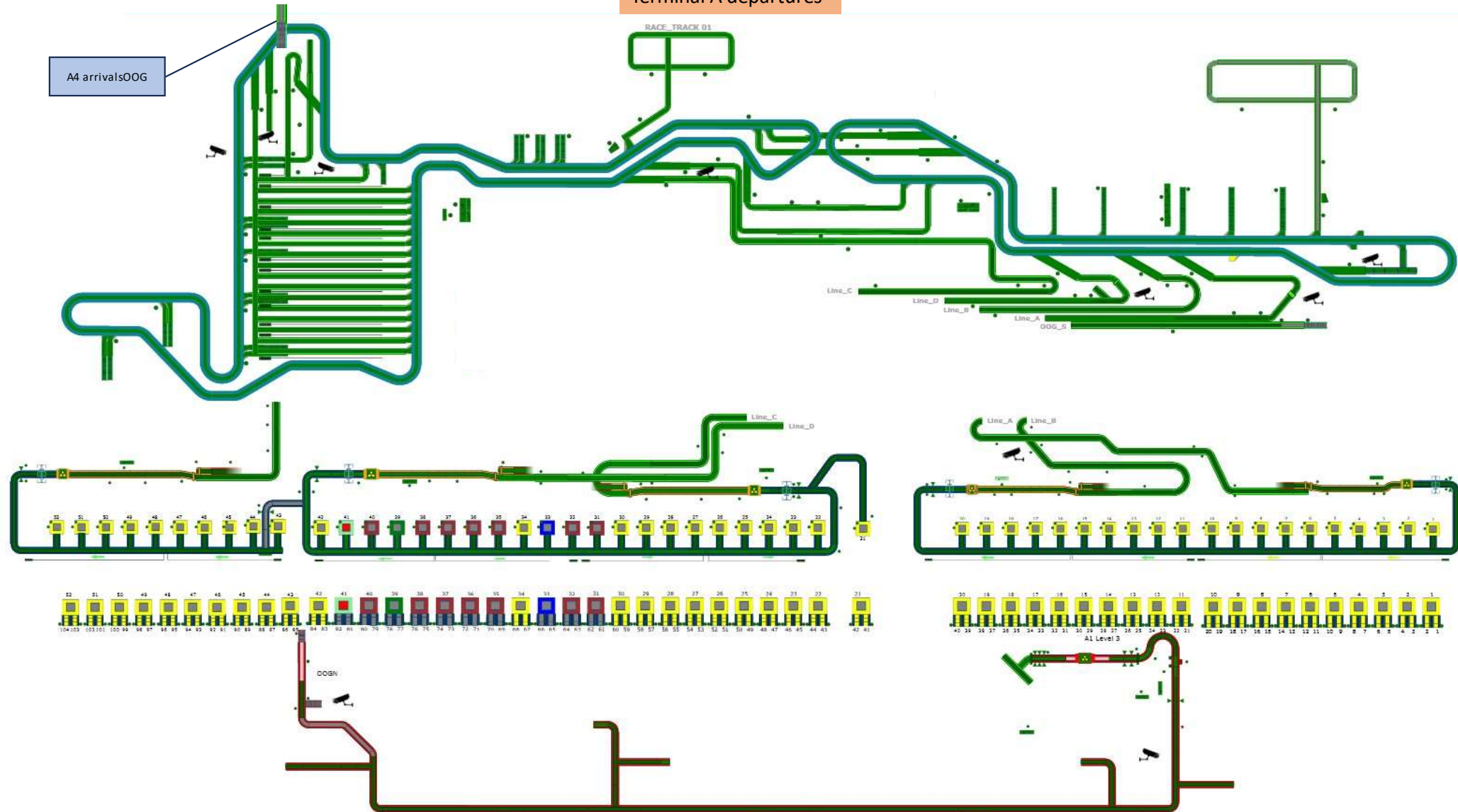
ANNEX F

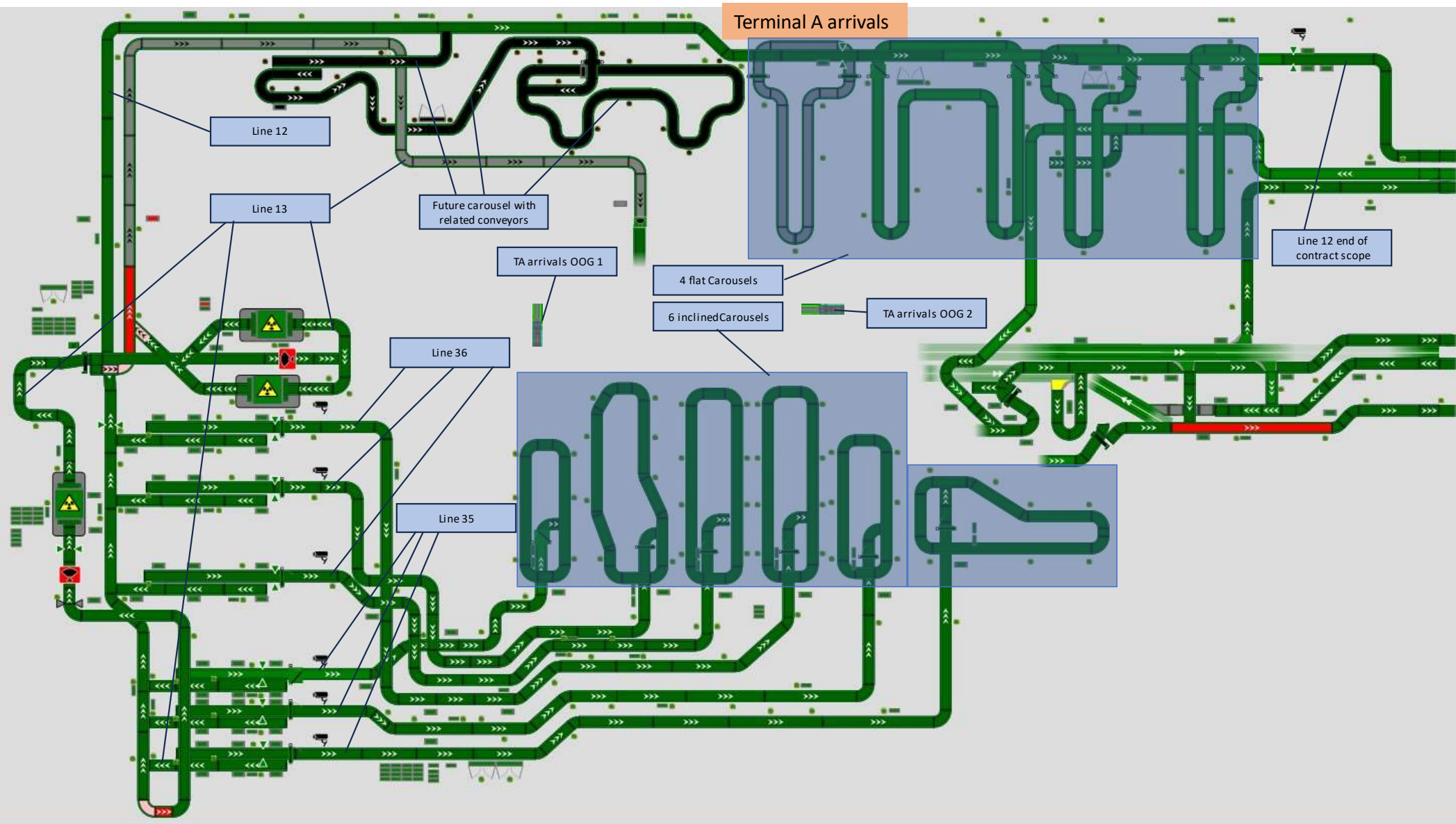
System schematics

This annexure serves only as visual enhancement of system layout and contract scope.

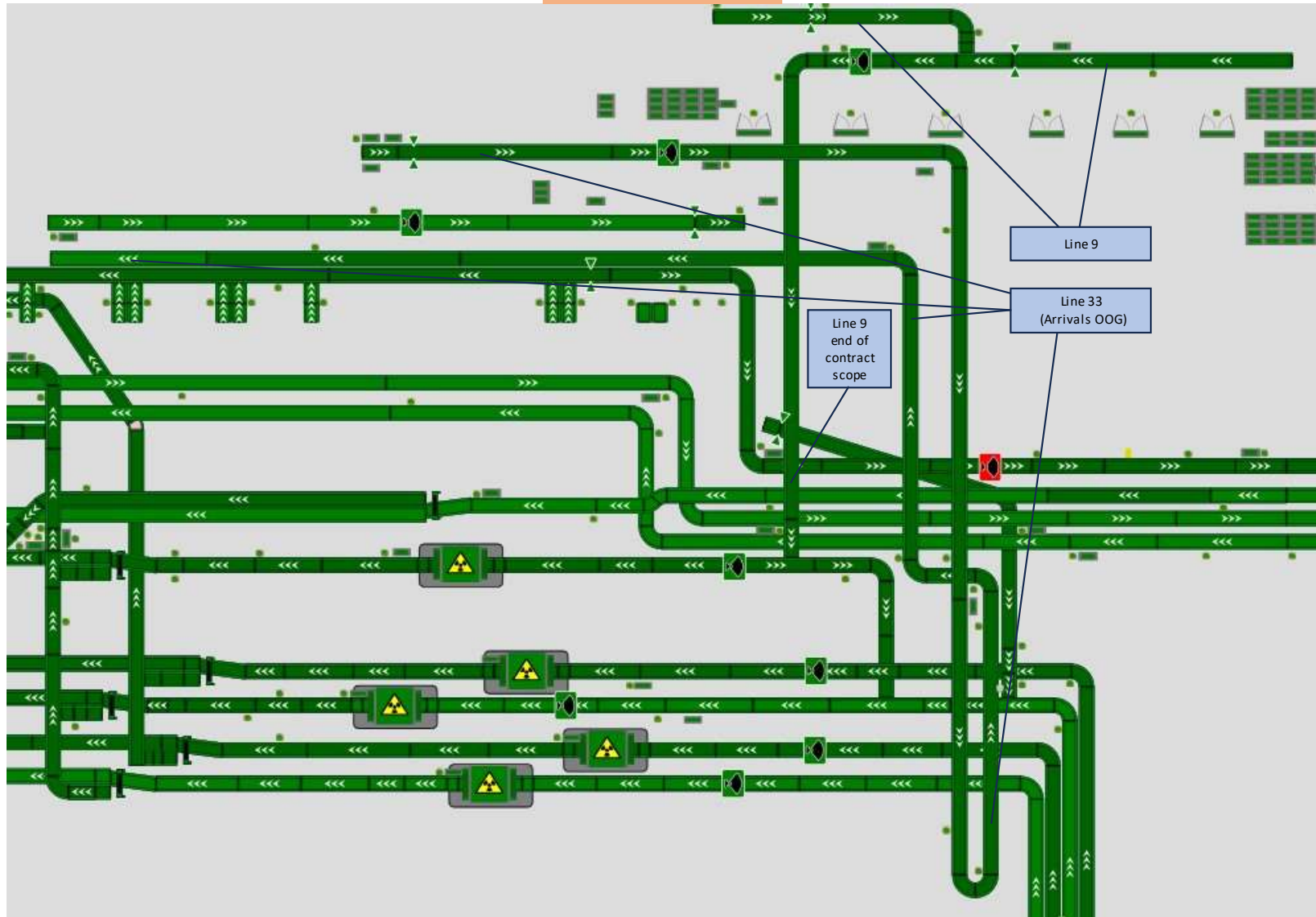
Terminal A departures

A4 arrivalsOOG

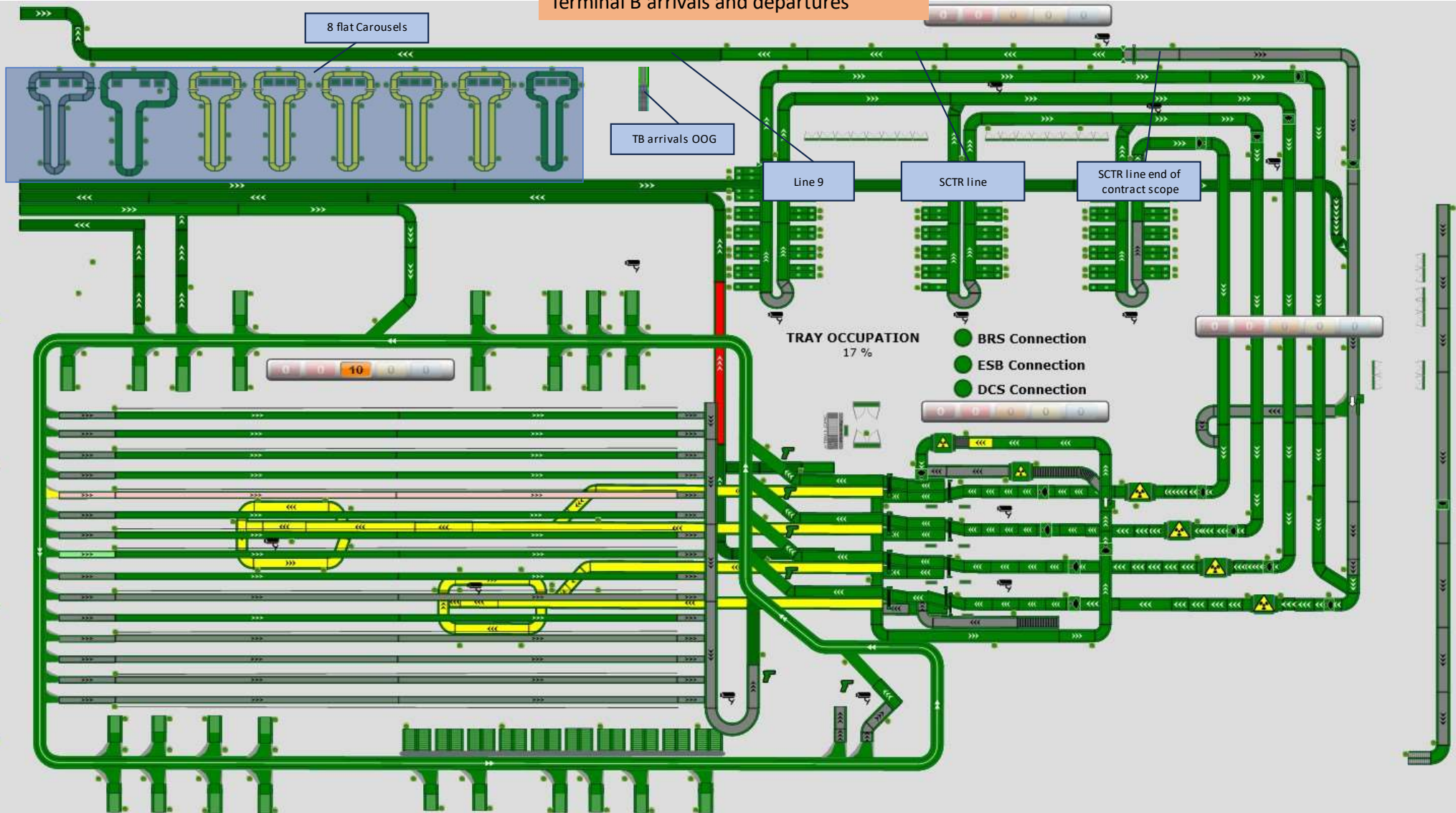




CTB arrivals



Terminal B arrivals and departures





Site Information

Description

The *services* are situated on the airside of O. R. Tambo International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A