



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:**

**TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF LIFTS AND ESCALATORS**

<p><b>NEC 3: TERM SERVICE CONTRACT (TSC)</b></p>
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**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at KING SHAKA INTERNATIONAL AIRPORT**

(Registration Number: 1993/004149/30)

and

(Registration Number:

for **Maintenance and Repairs of Lifts and Escalators**

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer Service Information	[•]
Part C4 Site Information	[•]



## C1.1 Forms of Offer and Acceptance

**Offer**

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

**MAINTENANCE OF LIFTS AND ESCALATORS**

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.

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

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

**for the Contractor**

Signature ..... Date .....

Name ..... Capacity .....

(Name and address of organisation) .....  
 .....  
 .....

Name and signature of witness ..... signature .....

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



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

### for the Employer

Signature ..... Date .....

Name ..... Capacity .....

**Airports Company South Africa,  
King Shaka Dr  
King Shaka International Airport  
La Mercy  
4407**

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

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

## C1.2 Contract Data

### **Precedence in interpretation of the contract:**

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

### **General Conditions of Contract**

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

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X 20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	King Shaka International Airport P O Box 57701 King Shaka International Airport 4407
	Tel No.	032 436 6000
10.1	The <i>Service Manager</i> is:	
	Address	King Shaka Drive, La Mercy, 4407
	Tel No.	032 436 6000
	e-mail	
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport

11.2(13)	The <i>service</i> is	<b>The Maintenance and Repairs of Lifts and escalators, as more fully set out in section C3 <i>Service Information</i>.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1Risk of financial loss and/or injury of 3<sup>rd</sup> parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users</b>  <b>2Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects</b>  <b>3Work in confined spaces</b>
11.2(15)	The <i>Service Information</i> is in	<b>Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>4 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	<b>6 Months or when the amount in the Form of Offer has been expended, whichever occurs first</b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>between the 1<sup>st</sup> and 15<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is TC	<b>30 days</b>



51.4	The <i>interest rate</i> is	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and  (ii) the LABOR rate applicable at the time for amounts due in other currencies
<b>6</b>	<b>Compensation events</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>8</b>	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(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 (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;  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").
83.1	The <i>Contractor</i> provides these additional insurances	<b>Professional Indemnity Insurance</b>  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> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>Refer to section C1.5 Insurance Schedule</b>
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	<b>Refer to section C1.5 Insurance Schedule</b>

83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>Refer to section C1.5 Insurance Schedule</b>
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:	<b>Refer to section C1.5 Insurance Schedule</b>
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:	<b>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)</b>

## **9 Termination**

**Both parties have right to terminate.**

**The Party wishing to terminate initiates procedure by notifying the SM and giving his reasons. If SM is satisfied that the Party giving the notice has provided reasons which are valid under the Contract, the SM issues a termination certificate.**

## **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	<b>4 weeks.</b>
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## **11 Data for Option W1**

W1.1 The *Adjudicator* is

**The person appointed jointly by the parties from the list of adjudicators contained below**

<b>Name</b>	<b>Location</b>	<b>Contact details (phone &amp; e mail)</b>
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>

Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organization who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body</b>

## **12 Data for secondary Option**

<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary Option</b>
<b>X17</b>	<b>Low service damages</b>	<b>As per the Service Information (C3)</b>
X17.1	The <i>service level table</i> is in	<b>The Service Information, <b>Annex B</b>: The Service Level Agreement</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	<b>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</b>
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	<b>The total of the Prices</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The total of the Prices</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under	<b>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the</b>



or in connection with this contract, other than the excluded matters, is limited to

**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 <i>end of liability date</i> is	<b>52 weeks after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>3 days of receiving the Task Order</b>

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

	Amendments to the Core Clauses
<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> 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 <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Service: Delete core clause 20.1 and replace with the following:</b>
<b>Z2.1</b>	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
<b>Z3.</b>	<b>Other responsibilities: add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4.</b>	<b>Termination</b>
<b>Z4.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Z5.</b>	<b>Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:</b>
<b>Z5.1</b>	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: <ul style="list-style-type: none"> <li>• The additional conditions of contract under these Z clauses</li> <li>• The conditions of contract and</li> <li>• The other documents.</li> </ul>
<b>Z5.2</b>	The <i>Service Manager</i> or the <i>Contractor</i> 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 <i>Service Manager</i> 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.
<b>Z6.</b>	<b>Payment: Add the following at the end of core clause 51:</b>
	<b>51.5</b> The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
  - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

#### **Amendment to the Secondary Option Clauses**

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

**Z7.1** A change in law is defined as:

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

**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z8. Performance Bond: The following amendments are made to clause X13:**

**Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in **Section C1.4** of this Contract Data.

**Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

**Z9. Limitation of liability: Insert the following new clause as Option X18.6:**

**Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

#### **Additional Z Clauses**

**Z10. Cession, delegation and assignment**

**Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.



- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;





- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality





undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z15.5.1** the *Contractor’s* service;
- Z15.5.2** the use of the *Contractor’s* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.



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

## C1.2 b – DATA PROVIDED BY THE *CONTRACTOR*

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



Experience

- 
- |      |   |                                      |
|------|---|--------------------------------------|
| 11.2 | The following matters will be included in the Risk Register | 1. Passengers getting stuck in lifts |
|      |   | 2. Injury to persons on escalators   |
|      |   | 3. Unavailability of assets          |
|      |   | 4. Unavailability of spares          |
-

## 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:**

<b>Name of Organization:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b> <b>KING SHAKA INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b> <b>King Shaka International Airport</b> <b>King Shaka Drive</b> <b>La Mercy</b>

**Hereinafter referred to as “Client”**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

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

<b>THE UNDERTAKING</b>
------------------------

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.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
--

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 subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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





**ACCEPTANCE BY MANDATARY**

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

I .....a 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

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

## C1.5 Insurance Schedule

### **Summary of Terms and other Matters Applicable to Employer Provided Insurance**

#### **Part 1:**

##### Notes to Schedule:

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

#### **Part 2:**

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

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

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

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

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

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.  
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the 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

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

## Link to the *Contractor's* plan

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

## Preparing the *price list*

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

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

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

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

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

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

## Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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



## C2.2 Price List

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

### PRICING SCHEDULE 1 : PREVENTIVE MAINTENANCE (Refer Annex B)

Refer annexure B – all work to be done during working hours (06:00 – 22:00).

(NB: Maintenance cost schedule to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle.)

OTIS ELEVATORS (OEM)					
Item No.	Machine Number	Type	Price/Month	6 Months	Excl VAT
1	72NE9150	DNDT	R	R	
2	72NE9149	DNDT	R	R	
3	72NE9151	DNDT	R	R	
4	72NE9152	DNDT	R	R	
5	72NE9153	DNDT	R	R	
6	72NE9154	GEN2	R	R	
7	72NE9155	GEN2	R	R	
8	72NE9156	GEN2	R	R	
9	72NE9157	GEN2	R	R	
10	72NE9158	GEN2	R	R	
11	72NE9159	GEN2	R	R	
12	72NE9160	GEN2	R	R	
13	72NE9161	GEN2	R	R	
14	72NE9162	DNDT	R	R	
15	72NE9163	GEN2	R	R	
16	72NE9150	DNDT	R	R	
17	72NE9164	GEN2	R	R	
18	72NE9166	GEN2	R	R	
19	72NE9165	GEN2	R	R	
20	72NE9167	DNDT	R	R	
21	72NE9168	GEN2	R	R	
22	72NE9169	GEN2	R	R	
23	72NE9170	GEN2	R	R	
24	72NE9171	GEN2	R	R	
25	72NE9174	GEN2	R	R	
26	72NE9173	GEN2	R	R	

27	72NE9147	GEN2	R	R
28	72NE9146	GEN2	R	R
29	72NE9148	DNDT	R	R
30	72NE9140	GEN2	R	R
31	J-100046	HONTY	R	R
<b>TOTAL</b>			<b>R</b>	<b>R</b>
<b>SIGMA ESCALATORS (OEM)</b>				
<b>Item No.</b>	<b>Machine Number</b>	<b>No. of Steps</b>	<b>Price/Month</b>	<b>6 Months Excl VAT</b>
32	72NE9122	90	R	R
33	72NE9123	90	R	R
34	72NE9124	100	R	R
35	72NE9125	100	R	R
36	72NE9126	55	R	R
37	72NE9127	55	R	R
38	72NE9128	90	R	R
39	72NE9129	90	R	R
40	72NE9130	90	R	R
41	72NE9131	90	R	R
42	72NE9132	90	R	R
43	72NE9133	90	R	R
44	72NE9134	50	R	R
45	72NE9135	50	R	R
46	72NE9136	50	R	R
47	72NE9137	50	R	R
<b>TOTAL</b>			<b>R</b>	<b>R</b>

<b>Sub-Total 1</b>	<b>Monthly</b>	<b>6 Months</b>
Lifts	R	
Escalators	R	
<b>Total</b>	<b>R</b>	<b>R</b>

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

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



## PRICING SCHEDULE 2 (2a & 2b): CALL OUTS

### CALL OUT FEE, DIAGNOSTIC AND REPAIR RATES

Call out Fee must include first hour on site and travelling fee (after hours, weekends and holidays)

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

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

Call outs, Diagnostic and Repair rates are not chargeable during working hours (06:00 – 22:00) i.e. when resources are on site.

### CALL-OUT HOURS ARE BETWEEN 22:00 – 06:00.

Pricing Schedule 2a : CALL-OUTs – 1st Hour			
Description	Estimated Quantity per contract term		6 Months Excl VAT
Call Out		Call out fee	
*Call out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)	42	R	R
<b>Sub-Total 2a</b>	<b>Excl VAT</b>		<b>R</b>

**Pricing Schedule 2b: CALL-OUTs – Exceeding 1 hour**

The following table will apply if fault cannot be resolved within the 1st hour of Call out.

Diagnostic with repairs table:

(time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software, and hardware required to completely resolve the failure)

Item #	Call description	A Estimated time to repair/reset as logged in the ACSA system (hours)	B Estimated Quantity per contract term	C Rate per hour (after hours): (bidder to c to fill in)	(AxBxC) Total: Estimated Time x QTY x rate
1	Releasing people trapped in a lift	0,25	3	R	R
2	Activation of back-up systems	0,25	2		
3	Activation of manual encoding	0,25	2		
4	Worn belts	4	2		
5	Lack of safety catches or stops	0,75	3		
6	Electrical malfunctions	0,75	4		
7	Pulley system failures	4	2		
8	Un able to open doors of elevators	2	5		
9	Reset after Power failure	0,25	10		
10	Lift staggering causing unstable movement	4	2		
11	no lights inside the elevator	0,25	2		
12	fans not working inside the elevator	0,25	2		
13	missing buttons	0,5	2		
14	no communication on intercom	1	2		
15	lift skipping floors	2	2		
16	faulty door sensors	2	2		
17	faulty metal detector	1	2		
18	door failure to close	0,75	2		
19	uneven flooring	1	2		

20	broken glass	2	2		
21	noisy bearings	4	2		
22	leaking oil	4	2		
23	alarms	1	2		
24	lift derailing from track	5	2		
25	motor repair	4	2		
26	faulty control unit	1	2		
27	Handrail joint and installation	8	2		
	Other: Provisional Amount				R 10 000.00
Sub-Total 2b					Excl VAT
					R

### PRICING SCHEDULE 3 : SPARES

<b>PRICING SCHEDULE 4</b>				
Value of Item/spare	Estimated Spares amount per year	Indicate Percentage Mark-up	Mark – Up Rand Value (AxB)	Total Excl VAT = A+C
	A	B	C	
R0 - R2,000	R 50 000	%		R
R2,001 - R5,000	R 75 000	%		R
R5,001 - R10,000	R 100 000	%		R
R10,001 - R50,000	R 175 000	%		R
<b>Sub-Total 3</b>				<b>R</b>

Mark-up shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.



#### PRICING SCHEDULE 4 : PROVISIONAL SUMS

**Provisional Sums will be re-imbursed on proven cost**

Item no.	Activity Description	6 Months Excl VAT
1	Airport personnel access permits, vehicle airside access permits and induction	R 10 000
2	Safety File	R
3	Office Rental – monthly (R5400)	R 32 400
<b>Sub-Total 4 Excl VAT</b>		<b>R</b>

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

#### PRICING SCHEDULE 5 Summary for 6 Months

Description	6 Months Total (excluding VAT)
Sub-Total 1: Preventive Maintenance	R
Sub-Total 2a: Call Out - 1st hour	R
Sub-Total 2b: Call Out – after 1st hour	R
Sub-Total 3: Spares	R
Sub-Total 4: Provisional Sum	R
TOTAL Excl VAT for 6 Months	R
15% VAT	R
<b>GRAND TOTAL Including VAT</b>	<b>R</b>
<b>(Carry over to Form of Offer and Acceptance)</b>	

Bidders are reminded that this amount is for illustrative purposes only and that the Employer will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity/Pricing Schedule as provided above



### LABOUR RATES

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

This is not to be included in the Pricing Schedules.

All rates to exclude vat. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

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

Item	Description	Normal Working Hours (R/hour) 06:00 – 22:00	After hours (R/hour)		
			Weekday 22:00 - 06:00	Saturday	Sunday / Public Holiday
1	Site Manager				
2	Lift Mechanic				
3	Technical Assistant				
4	Field Engineer				

## C3 Service Information

### DESCRIPTION OF THE WORKS

The scope of work covers the Maintenance of Lifts and Escalators at King Shaka International Airport for a period of Six (6) months.

All works to be carried out according to necessary legislation, South African National Standards (SANS), ACSA rules etc governing the site and this works.

#### Times :

Airport Operating Hours: 04:30 – 22:30

Normal Working Hours for this tender: 06:00 – 22:00

After Hours: 22:00 – 06:00

### DESCRIPTION OF THE WORKS

#### Employer's objectives

The Contractor will maintain and repair lifts and escalators at King Shaka International Airport. The Contractor shall conduct scheduled preventive maintenance as per preventive maintenance schedules provided by ACSA's Service Manager. During normal operating working hours, the Contractor shall attend to all breakdowns as reported by the Technical Helpdesk or Service Manager. When responding to breakdowns, the Contractor shall always adhere to response times and service level agreement as set out in the Annex E. The Contractor shall provide root cause analysis report (RCA) for all major breakdowns and/or when requested by the Service Manager.

The equipment is all located mainly in the terminal building and multi storey parking and there is one lift at the fire station – Refer Annex A.

This business case aims at achieving a high degree of availability and reliability during the useful life of lifts and escalators. The Contractor will be appointed directly by the Airports Company of South Africa..

#### Extent of the works

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

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

The OEMs for lifts and escalators at King Shaka International Airport are as follows:

Lifts - OTIS

Escalators - SIGMA.

The Contractor shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist). In this event the Contractor shall be responsible that such Hotline services are always operational and available.

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





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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Lifts and Escalators maintenance and repair activities/procedures. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office. All replacement staff must be of the same qualification and skill as requested in this bid document.

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

All work shall be charged according to the Pricing Schedules. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Employer will provide a storage facility for spares. The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. The Contractor shall ensure that a spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. Contractor to ensure that spares are effectively managed and scrapped parts and waste removed from site.

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

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

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement. Current airport requirements are safety shoes, relevant PPE and a uniquely numbered reflective jacket (for easy identification via CCTV).

The Contractor to ensure that daily status report for all equipment is provided to the Service Manager.

### **Contingency Plan**

Contractor to ensure that a contingency plan is made available in the event of strikes, pandemic effects etc and that airport operations are not affected negatively.

### **Methodology**



Contractor to provide a detailed methodology for how asset failure will be handled including support from the off site staff.

Location of the works (Refer Annex A)

The Works are located at King Shaka International Airport at the Terminal Building, Multi-storey Parking, Multi-storey Office and Fire Station. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

## **PROCUREMENT**

### **Requirements**

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

Contractors must not supply spares of poor quality and parts that are not recommended by the OEM. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring spares.

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

### **Subcontracting**

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

## **MANAGEMENT**

### **Management of the works**

#### **Particular / generic specifications**

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

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

### **Planning and programming**

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

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

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



All Preventive Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Pricing Schedules.)

### **Methods and procedures**

The contractor is to take cognizance that the airport is used by others (stakeholders, passengers etc) and other contractors may be on site for unrelated projects/services.

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

- Contractor to re-schedule their works to accommodate other airport contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk to Lifts and Escalators
- 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 if required
- Recommending improvements on maintenance procedures
- Co-operating with the Employer Security Department relating to security issues

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

### **Quality plans and control**

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

### **Environment**

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

At no time, shall the Contractor:

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

### **Format of communications**

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

### **Key personnel**

As a minimum, the service provider must provide the following key personnel:

- 1 x Site Manager
- 1 x Lift Mechanic
- 2 x Technical Assistant



A schedule of key personnel to this Contract will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff's leave shall be reported and agreed with the Service Manager. Refer Annex C more info on Resource Requirements

### **Management meetings**

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

### **Electronic payments**

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

### **Daily records**

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

### **Monthly reports**

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

- System availability (averaged per week)
- Maintenance work (including % of scheduled maintenance work completed)
- Daily checks performed
- Maintenance plan for the next month
- Latest spares inventory
- Asset register up to date including equipment data
- Outstanding maintenance issues

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

### **Permits**

The Contractor shall procure the permits at King Shaka International Airport. All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses

The Contractor shall be compensated for costs relating to Employer required permits.

The Contractor must ensure that he/she is, at all times, familiar with the Employer's safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).

All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

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

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

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.

Unsafe acts/ negligent behaviour can lead to penalties/fines and/or a removal of the access permit.

#### Proof of compliance with the law

Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site, including but not limited to:

OHS Act 85 of 1993

National Key Points Act, No. 102 of 1990

National Road Traffic Act, No 93 of 1996

Airports Company Act, No.44 of 1993

Civil Aviation Offences Act, No.10 of 1972

South African Civil Aviation Authority Act, No.40 of 1998

The ACSA Permit regulations

Other relevant legislation

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

#### Health and safety

Health and safety requirements and procedures

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



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

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

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

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

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

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 (ACSA) premises.

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

#### **Cell phones and two-way radios**

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

The Contractor will not be allowed to use two-way radios at the Airport.



### **Protection of the public**

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

#### **Barricades and lighting**

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

### **Organization and Staff of the Contractor**

#### **Competence and Conduct of Workmen and Supervisory Staff**

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct's himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

#### **Replacement of Staff**

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

#### **Reliability**

The Contractor shall take all reasonable measures to safeguard performance and quality.

#### **Safety and Convenience of Airport**

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

#### **Electricity and Water**

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

#### **Access to Available Drawings and Records**





Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

### **Shutdown and Access to Equipment**

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible if required during night working hours. However, it should be noted that airport operations would be given priority in this regard.

### **Delivery of Materials and Equipment**

#### **Notices of Intention to Deliver**

No plant or Contractor's equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant, materials and Contractor's equipment delivered for the purposes of the works.

#### **Notes:**

Hot works can only be carried out after a Hot Works permit is issued by ACSA.  
Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.  
Contractor to provide PPE that is identifiable.  
Housekeeping should be maintained at all times.

#### **Approvals:**

Site Approvals - The contractor will require approvals as follows prior to working on site:-  
Permit office for Permits (vehicles/individuals) and Parking.  
Safety department for safety file approval and permit to work.  
Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.  
Direct reporting lines will be to the ACSA Contracts/Service Manager.

#### **Disposal Requirements**

Disposal during and after contract period:  
The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.  
The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.  
A valid disposal certificate must be submitted to ACSA



**ANNEXES specific to C3 (Scope of Works/Service information)**

<b>Title</b>	<b>Annex number</b>
Schedule of Equipment	Annex A
Minimum Preventive Maintenance Programme	Annex B
Resource proposal	Annex C
Special Tools and Equipment	Annex D
Service Level Agreement	Annex E

**ANNEX A**  
**SCHEDULE OF EQUIPMENT**

<b>LIFTS</b>				
<b>Item No.</b>	<b>Machine no.</b>	<b>Model</b>	<b>Description</b>	<b>Location</b>
1	72NE9150	DNDT	Passenger/service	TMB Inter Roof Area
2	72NE9149	DNDT	Passenger/service	TMB Inter Roof Area
3	72NE9151	DNDT	Passenger/service	TMB Domestic Roof
4	72NE9152	DNDT	Passenger/service	TMB Domestic Roof
5	72NE9153	DNDT	Passenger/service	TMB Arrivals STD Bank
6	72NE9154	GEN2	Passenger lift	TMB International Departures
7	72NE9155	GEN2	Passenger lift	TMB International Departures
8	72NE9156	GEN2	Passenger lift	TMB Domestic Depart L3
9	72NE9157	GEN2	Passenger lift	TMB Domestic Depart L3
10	72NE9158	GEN2	Passenger lift	TMB CONCRETE PASSE
11	72NE9159	GEN2	Passenger lift	TMB OVERSIZED BAGGE
12	72NE9160	GEN2	Passenger lift	TMB Arrivals Bag. Reclaim
13	72NE9161	GEN2	Passenger lift	TMB Arrivals Bag. Reclaim
14	72NE9162	DNDT	Trolley lift	TMB Departures North
15	72NE9163	GEN2	Passenger lift	TMB Food Court
16	72NE9150	DNDT	Passenger/service	TMB Inter Roof Area
17	72NE9164	GEN2	Passenger lift	TMB Food Court
18	72NE9166	GEN2	Passenger lift	TMB Woolworths/ Infor
19	72NE9165	GEN2	Passenger lift	TMB Woolworths/ Infor
20	72NE9167	DNDT	Trolley lift	TMB Departures North
21	72NE9168	GEN2	Passenger lift	TMB International Arrivals
22	72NE9169	GEN2	Passenger lift	TMB International Arrivals
23	72NE9170	GEN2	Passenger lift	Airline offices level3
24	72NE9171	GEN2	Passenger lift	Airline offices level3
25	72NE9174	GEN2	Passenger lift	MSO
26	72NE9173	GEN2	Passenger lift	MSO
27	72NE9147	GEN2	Passenger lift	MSP
28	72NE9146	GEN2	Passenger lift	MSP
29	72NE9148	DNDT	Trolley lift	MSP
30	72NE9140	GEN2	Passenger lift	CFR
31	J-100046	HONTY	Disable Lift	TMB

<b>ESCALATORS</b>				
<b>Item No.</b>	<b>Machine no.</b>	<b>No. of steps</b>	<b>Direction</b>	<b>Location</b>
32	72NE9122	90	Up	Inter Bussing Gate
33	72NE9123	90	Down	Inter Bussing Gate
34	72NE9124	100	Down	Domestic bussing gate
35	72NE9125	100	Up	Domestic bussing gate
36	72NE9126	55	Down	Dom arrivals, Baggage Reclaim
37	72NE9127	55	Down	Dom arrivals, Baggage Reclaim
38	72NE9128	90	Down	International Arrivals
39	72NE9129	90	Down	International Arrivals
40	72NE9130	90	Up	Exclusive books
41	72NE9131	90	down	Exclusive books
42	72NE9132	90	Up	Food Court
43	72NE9133	90	Down	Food Court
44	72NE9134	50	up	MSP
45	72NE9135	50	down	MSP
46	72NE9136	50	up	MSP
47	72NE9137	50	down	MSP



## **ANNEX B MINIMUM PREVENTIVE MAINTENANCE PROGRAMME**

The Contractor shall include a minimum maintenance programme that must attempt to cover all requirements under this contract. The Contractor is to ensure that the proposed maintenance programme tasks, frequencies and personnel are in accordance with all applicable laws, standards and best practise. This includes (but is not limited to).

OEM standards, recommendations and specifications

API standards,

ASTM standards,

SANS standards,

OHS Act and regulations.

ACSA Rules and regulations

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

### **MAINTENANCE SCHEDULE FOR LIFTS (OTIS) AND ESCALATORS (SIGMA)**

Must be carried out during Normal Working Hours of this contract viz 06:00 – 22:00

The scope of service is only for existing, serviceable and commissioned assets and should asset become unavailable or replaced, the contractor will cease maintenance on those assets and adjust price accordingly.

The service provider will be required to execute the following:

Maintain and repair lifts and escalators,

Procure spares on behalf of the employer,

Stock and inventory management

Fulfil all statutory requirements in terms of Occupational Health and Safety Act

Make recommendations with regards to upgrades available in the market.

### **GENERAL CHECKS ON LIFTS**

Description	Frequency
Inspect car interior	Monthly
Observe starting and stopping for signs of deterioration or malfunctions	Monthly
Observe floor levelling to ensure it is within tolerance	Monthly
Check the operation of the car and the landing doors and ensure all reversal devices function properly	Monthly
Check the operation of all controls within the car and especially the alarm devices	Monthly
Check the operation of normal and emergency lighting	Monthly
Checking and testing intercom function	Monthly
CONTROLLER	

Check all electrical connections for tightness	Monthly
Ensure ventilation fans and grills are clean and functioning	Monthly
Check fuse devices	Monthly
Keep all parts clean of dust	Monthly
The condition of relay contacts should be checked to ensure correct operation	Monthly
Ensure cabinet doors are locked shut after inspection	Monthly
<b>LANDING FIXTURES</b>	
Check the operation of all fixtures	Monthly
Check the operation of the fire service switches	Monthly
<b>LANDING ENTRANCES</b>	
Clean the landing door tracks	Monthly
Check the doors for free operation	Monthly
Check that the doors will close due to gravity or spring force	Monthly
Check correct engagement and contact wipe	Monthly
Check for excessive play in the bottom shoes	Monthly
Check the condition of the air cords or other coupling devices	Monthly
Check that bolts and fixing are tight	Monthly
Check the condition of the panels for damage	Monthly
Check the glass doors for fractures and replace damaged panels immediately	Monthly
Check the correct setting of thrust devices	Monthly
Check fixing bolt of the tracks and seals for tightness	Monthly
Inspect architraves and trims for damage and tightness	Monthly
<b>GUIDE RAILS</b>	
Check that the joints are secured	Monthly
Remove dirt and dust	Monthly
Ensure oil pots are full	Monthly
<b>BELTS AND TERMINAL HITCHES</b>	
Inspect the main belts for signs of deterioration	Monthly
Check that all the terminations are tight and secure	Monthly
Check and adjust the lengths to maintain correct over-runs	Monthly
Ensure the rope tensions are equal	Monthly

<b>CAR ENTRANCE AND OPERATOR</b>	
Clean the car door tracks of all debris	Monthly
Check that all the fixings are secure	Monthly
Check the adjustment of the door coupling mechanism and that all components are secure	Monthly
Check the door shoe for excessive movement or wear	Monthly
Check the up-thrust devices for minimum clearance	Monthly
Check the electrical cables for signs of damage	Monthly
Check the clearances door panels and returns	Monthly
Check the operation of the door locking mechanism	Monthly
Check the door closing speed and force	Monthly
Check the operation of the door open button and all other reversal devices	Monthly
<b>HOISTWAY SWITCHES</b>	
Clean the switches and check arms and rollers for free movement	Monthly
Check the function of all terminal switches	Monthly
Check the running clearance of inductors and magnets	Monthly
<b>CAR FRAME EQUIPMENT</b>	
Clean off lint and dust	Monthly
Ensure all the joints are secured	Monthly
Check for excessive clearance on sliding type shoes	Monthly
Investigate any unusual noise, heat or vibration	Monthly
Check the free operation of the safety gear linkage	Monthly
Ensure adequate clearance is maintained between the safety blocks and the rails	Monthly
Check the safety gear for correct engagement	Monthly
Check the condition and the adjustment of cab steadier devices	Monthly
Check that trailing cables are correctly hanging and check for any signs of damages	Monthly
Check the condition of all sheave grooves	Monthly
<b>TRACTION MACHINE AND BRAKE</b>	
Investigate any unusual noise, heat, vibration or any excessive movement of parts	Monthly
Check for loose bolts and fixings	Monthly
Check and ensure that traction sheave is secure	Monthly
Inspect the sheave for wear and damage	Monthly
Check the condition of the electrical connections	Monthly
Inspect the brake for free operation and minimum lift	Monthly
Check the machine brake release	Monthly
<b>COUNTERWEIGHT</b>	
Check that the weights are properly secured	Monthly

Check the sheave, frame, comp ropes, chain and guiding devices	Monthly
Check the sheave for lubrication	Monthly
Ensure free operation of any safety gear linkage	Monthly
Ensure adequate clearance is maintained between safety blocks and rails	Monthly
Check the safety gear for correct engagement	Monthly
<b>PIT EQUIPMENT</b>	
Check movement of the governor tension device and check the switch	Monthly
Check the buffer is secure	Monthly
Check that the compensation chains or free rope compensation are hanging correctly	Monthly
Ensure all equipment is clean	Monthly

## GENERAL CHECKS ON ESCALATORS

ACSA, King Shaka International Airport has the following sizes of equipment manufactured by Sigma;  
Escalator sizes:

50Steps  
55 Steps  
90 Steps  
100 Steps

Preventive maintenance checks should be conducted monthly on each unit.

CHECKS	Frequency
Check the controller	Monthly
Conduct visual inspection of the unit	Monthly
Check main drive chain	Monthly
Check machine worm gear, motor, brake and chains	Monthly
Check function of the non-reversal device	Monthly
Check function of broken drive safety brake	Monthly
Check newel wheel and rollers	Monthly
Check handrail guide rollers	Monthly
Check tracks and fixings	Monthly
Check step bushes	Monthly
Check step and chain rollers	Monthly
Check handrail drive chains	Monthly
Check bottom carriage for free movement	Monthly
Conduct safety test	Monthly

NB: The scope of service is only for existing, serviceable and commissioned assets and should asset become unavailable or replaced, the contractor will cease maintenance on those assets and adjust price accordingly



## **ESCALATOR CLEANING**

The cleaning of escalator steps must be done after airport operating hours viz: 22:30 – 04:30

As part of the scope, the service provider will be required to clean escalator steps as follows:  
All steps once every year as part of preventive maintenance and  
From time to time as and when needed

Escalator cleaning is essential to keep escalators looking good and free from lubricants that are used during escalator service and repairs.





## **ANNEX C RESOURCE PROPOSAL (Personnel)**

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

NB: As a minimum 3 (individual) key team members need to be allocated to the project serving in a full time Capacity:

One (1) Site Manager

One (1) Lift Mechanics

Two (2) Technical Assistant

Bidders are required to demonstrate the following:

- Composition of team structure including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

## ANNEX D

### SPECIAL TOOLS AND EQUIPMENT

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

Item no.	Item Name	Item Type	Purpose	Lead time
1	Terminal screw drivers	Connecting screw divers	Electrical panels	On-Site
2	Grinder	Mechanical		On-Site
3	Bearing Puller	Mechanical	For replacement of bearings	On-Site
4	Mechanical Toolbox	Spanners, Ellen keys socker and screw drivers	For repairs	On-Site
5	Otis Test tool	GEN-2 Blue or Black	To fault find	On-Site
6	Sigma Test tool	DNDT	To fault find	On-Site
7	T piece long Allen key		Panels	On-Site
8	Grease gun		For greasing	On-Site
9	Vacuum cleaner		Cleaning	On-Site
10	Crowbar			On-Site
11	Trolley		Moving heavy components	On-Site
12	Big Spanners	30" X2 32" X2	Heavy duty spanners	On-Site

**ANNEX E****SERVICE LEVEL AGREEMENT (SLA)**

Times :

Airport Operating Hours: 04:30 – 22:30

Normal Working Hours for this tender: 06:00 – 22:00

After Hours: 22:00 – 06:00

The normal airport operational hours is from 04:30 to 22:30 for every day of the year but will be confirmed/amended by the Service Manager from time to time based on operations.

The Workings Hours may be amended by Service Manager from time to time due to change in operational hours, airport traffic, unforeseen events (e.g COVID-19 effects).

**MINIMUM STAFFING REQUIREMENTS**

The Contractor must maintain the following minimum staff available always.

Skill	Quantity	Days per week	Hours
Site Manager	1	Monday to Friday	08:00 to 16:30
Lift Mechanic	1	Monday to Sunday	06h00 to 22h00
Technical Assistant	2	Monday to Sunday	06h00 to 22h00

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature, whenever this is required in order to uphold the performance benchmarks of the SLA listed below.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly.

**DETAIL REQUIREMENTS REGARDING STAFF**

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the maintenance of Lifts and Escalators.

For all staff dedicated to this contract, the following must be submitted in detail:

Full Names

Proof of relevant qualifications and work experience on maintaining Lifts and Escalators.

Minimum Requirements for Following Personnel:

**Site Manager****Qualification**

Trade Test in Lift Mechanic Plus

Trade Test in Mechanical/Electrical **OR**

N4 in Mechanical/Electrical Qualification

**Experience**

Minimum 3 years experience (post qualification) in the following :  
 Maintenance/Installation,  
 Adjusting of parameters and  
 Commissioning of Lifts/Escalators/Passenger conveyors.

Minimum 2 years Supervisory experience

**Lift Mechanic****Qualification**

Trade Test in Lift Mechanic

**Experience**

Minimum 3 years experience (post qualification) in Maintenance or Installation of Lifts/Escalators/Passenger conveyors

**Technical Assistant****Qualification**

Mechanical Engineering (N2 or higher) or higher qualification or Trade Test in Lift Mechanic

**Experience**

- Min 1 year experience in Maintenance of Electrical or Mechanical Equipment

**SERVICE LEVEL PERFORMANCE BENCHMARKS**

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; the Lifts shall be kept at or above an availability of 99.5% overall per month and the escalators shall be kept at or above an availability of 99.5% per month
Response time  (The time taken between when the call is notified to the Contractor and when the Contractor's representative has reached the affected equipment)	All breakdowns shall be responded to within: 30 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours (06:00 to 22:00) 45 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours (22:00 to 06:00)  NOTE: The cumulative response time for any month may not exceed 100 minutes.
Closure Duration	All breakdowns shall be resolved within: Minor Breakdowns: 2 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)



(The time taken between when the call is notified to the Contractor and when the outage on the equipment is resolved)	Major Breakdowns: 24 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)  NOTE: The cumulative closure duration for any month may not exceed 150 minutes.
% of planned maintenance completed per month	100% of all planned maintenance work orders shall be completed per month

The Contractor must comply and respond to the following:

\*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where the Employer has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).

Once the Contractor has arrived on site, he/she must notify the IMC of the problem found and the expected resolution time of the problem.

Finally, once the problem has been resolved the Contractor will advise the IMC of the resolution.

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

#### Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 3 months
Defect free liability period – project work	The defect free period will be no less than 12 months.

## HUMAN RESOURCES

The following minimum standards shall apply to resourcing:

For all callouts: Considering current airport access control infrastructure and security arrangements, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement benchmarks.

The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.

During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.

During normal working hours, the Contractor shall have at least one senior person (Lift Mechanic or Site Manager) who will respond to the calls logged to the Technical Helpdesk:

Is suitably qualified and experienced to resolve breakdowns and system stoppages.

Is suitably qualified and experienced to work on any electrical control panel.

Is able to successfully interact with OEM personnel.

Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.



### Staff qualifications

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

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

### LOW SERVICE DAMAGES

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

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

Low Service Damages Table

Low service damages table 1		
Legislative and Administrative		
Item	Low service	*Damages per incident
1	Failure to issue and wear personal protective equipment (PPE)	R 200.00 to R 20,000.00
2	Failure to conduct safety induction training for all personnel on or visitors to the site	
3	Working on site without attending safety induction training	
4	Failure to maintain valid letter of good standing with the Compensation Commissioner	
5	Failure to keep a visible and legible copy of the OHS Act on the site	
6	Failure to fully stock the first aid box in accordance with all risks identified in the site safety file and risk register	
7	Failure to keep the site safety file up to date at no less than a monthly frequency	
8	Failure to disclose or report any first aid cases, near miss, minor/major/fatal injuries as prescribed by the OHS Act	
9	Failure to adhere to safe work procedure(s) as stipulated in the Hazard Identification and Risk Assessment and safety plan	
10	Failure to maintain records and registers as per the OHS Act and all applicable regulations	
11	Failure to conduct and record all audits and inspections as required by legislation	
12	Keeping and using un-serviced fire equipment on site	
13	Failure to make use of ablution facilities	

14	Failure to remove personnel from site who are (or appear to be) under the influence of intoxicating or impairing substances (such as alcohol or drugs)
15	Failure to close out previously raised non-conformances
16	Failure to make and update appointments required by legislation
17	Failure to adhere to the OHS Act of 1993 and its regulations
18	Unauthorised water connections
19	Unauthorised connections to fire main
20	Unauthorised electrical connections
21	Unauthorised use of passenger luggage trolleys Such as use of luggage trolleys for purposes other than to transport luggage
22	Unauthorised and/or unlawful disposal of spoilt materials, waste, used spares/parts, etc.
23	Unauthorised dumping/disposal/deposit of any liquid or solid waste into storm water or sewer mains
24	Non-compliance with environmental specifications
25	Non-compliance with safety specifications OR safety infringements Refer to Annexes

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

Low service damages table 2		
Service Levels		
Item	Low service	Damages
1	Failure to maintain minimum staffing levels on site without prior authorisation by the Service Manager	R 500.00 per role per day
2	Failure to meet response time as per service level benchmarks	R 3,000.00 per infringement
3	Failure to meet closure duration as per service level benchmarks	R 3,000.00 per infringement
4	Failure to maintain defect free period through poor workmanship on corrective or preventative maintenance tasks	R 3,000.00 per infringement
5	Where a repair is delayed by 1 calendar day or more due to the unavailability of a spare part without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00
6	Leaving a breakdown unattended or incomplete for another day without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00 per infringement
7	Failure to perform 100% of all required preventative maintenance tasks per month	R 5,000.00
8	Total breakdowns requiring a second level of response exceeding the limit of 3 per month	R 2,500.00 per breakdown
9	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; the Lifts shall be kept at or above an availability of 99.5% overall per month and the escalators shall be kept at or above an availability of 99.5% per month	
		94% - 89%
		-2%
		88% to 90%
		-3%



Failure to achieve % availability, % of maintenance value will be deducted	85 to 87%	-5%
	84% to 80%	-10%

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

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

An improvement in the availability of the infrastructure

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

Etc.

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

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

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

#### Maintenance record sheets

When maintenance is performed, record sheets must be completed and signed off by both the Technician and a representative of the Employer.

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

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

The Contractor shall further provide copies of these record sheets to the Service Manager by the fifth working day of every month. No remuneration will be made if record sheets and monthly reports are not submitted by the Contractor to the Employer.



## C4 Site Information

### **PART C4** **SITE INFORMATION**

#### Site Location

The service site is King Shaka International Airport which is a National Key Point.

#### Description

The services are situated in the terminal building, multi storey office, multi storey parking and Fire Station of King Shaka 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

The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and permit to work issued.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.