



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: DIA4297

TITLE OF PROJECT: REPLACEMENT OF TROLLEY RETRIVERS

NEC 3: SUPPLY CONTRACT (SC)

A contract between : AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT

and :

for : Supply, Delivery and Commissioning of Trolley Retrievers

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Conditions of Contract

Documentation prepared by:

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C1 Agreements & Contract Data

C1.1 Contractor's Offer and Employer's Acceptance

The Purchaser, identified in the acceptance signature block, wishes to enter a contract for supply, delivery and commissioning of trolley pushers.

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

The Contractor is:

Name:

Address:

.....

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is:%

The percentage for overheads and profit added to the other Defined Cost is:%

The Contractor offer to Provide the Service in accordance with the *conditions of contract* attached hereto, for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for part of the service in Part 1 of the Pricing Data is:

.....

The offered total of the Prices for part of the services in Part 2 of the Pricing Data is:

.....

Signed on behalf of the Contractor

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

The Employer accepts the Contractor's above Offer to Provide the Service:

Signed on behalf of the *Employer*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

C1.2 Contract Data

Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited, KING SHAKA INTERNATIONAL AIRPORT
	Address	:King Shaka International Airport King Shaka Drive, La Mercy
	Tel No.	:(032) 346 6000
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	: SUPPLY, DELIVERY, COMMISSIONING OF TROLLEY RETRIEVERS.
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	: On the date of issue of Purchase Order
30.1	The <i>service period</i> is.	:6 months
13.2	The <i>period for reply</i> is	:1 week
50.1	The <i>assessment day</i> is the	[•] of each month.
51.2	The interest rate on late payment is	[•]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	[•]
82.1	The <i>Employer</i> provides this insurance	[•]
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	[•]
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	[•]
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R[•] ([•] Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below Or, state: the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him. [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of SA-ICE a joint division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK). (See www.ice-sa.org.za) or its successor body.
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

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

Z2 Add to core clause 20.1:

Z2.1 Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

Z3.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

Z3.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. 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;

Z4.1.2. 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.

Z4.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services 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.

Z4.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

- Z5.1.** 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 *Employer*, which consent shall not be unreasonably withheld.
- Z5.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z5.3.** This undertaking shall not apply to –
- Z5.3.1.** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z5.3.2.** 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;
- Z5.3.3.** 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);
- Z5.4.** The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the *Services* and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. Employer's Step-in rights

- Z6.1.** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within [2] weeks of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, 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 such remedial works shall be borne by the *Contractor*.
- Z6.2.** 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 *Employer* to achieve this end.

Z7. Liens and Encumbrances

- Z7.1.** The *Contractor* keeps the Equipment used to Provide the *Services* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z8. Intellectual Property

- Z8.1.** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is 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.
- Z8.4.** 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:
- Z8.5.** the *Contractor's* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor's* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** 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.

Annexure A: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

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

Information about the Panel and appointment of the selected *Adjudicator* is available from

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

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Pricing Data in Part C2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

The rates and Prices must be **FIXED** entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1.	Supply and delivery of Trolley Pushers.	each	10		
2.	Supply and delivery of Trolley Tow Tractor.	each	2		
	Transportation cost				
3.	Trolley pushers Steel Bracket to accommodate 2 types of Baggage trolleys	each	10		
4.	Remote control(included) for trolley pusher	each	10		
5.	Steel Bracket for trolley Tow tractor to accommodate 2 types of Baggage trolleys	each	2		
6.	One set of trolley tow tractor wheels	each	1		
7.	One set of trolley pushers' wheels	each	1		
8.	Training and certification for Tow tractor Operators.	each	48		
9.	Contingency				R250 000
10.	ACSA Access Permits				R5000
11.	Supply and install fire extinguisher bracket with Grade C Fire Extinguisher (1Kg)	Each	12		

Total of the Prices for Part 1

C3: Scope of Work

C3.1 Service Information

The objective of this contract is to supply, deliver and commission Ten (10) Trolley Pushers and Two (2) Trolley Tow tractors at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. All trolley retrievers must be operational before the contractor handover the equipment to operations. It is the responsibility of the contractor to ensure that upon arrival of the equipment, skilled technician and the assistant technician are available on site to commission and test the condition of the equipment. All the attachment steel that is required for trolley pushers/retrievers must be in place as stipulated in the scope of work and in tender functionality criteria. The contractor must also make sure that the trolley operators are trained on how to operate the equipment before handover, transfer skills and handover all necessary documents for the equipment such as maintenance manual.

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

The appoint service provider must be able to support with required spare parts.

Description of the service

This contract will be for the supply, delivery and commissioning of ten (10) **baggage trolleys pushers** and **two (2) baggage trolley tow tractor**.

The purpose of this tender is to source a qualified, competent and experienced service provider that will provide services in accordance with the original equipment manufacturer's recommendation and ACSA policies.

This contract is for once off supply, delivery and commission of ten (10) trolley pushers and two (2) trolley tow tractors.

The Baggage Trolley Retrievers must come with a two-years warranty and maintenance and specification manuals.

- Service provider will be required to ensure that the trolley pushers are assembled and conduct any commissioning that is required and fully operational after delivery.
- All tools required for commissioning and testing should come with the contractor.
- All 10 trolley pushers/retrievers should come with their remote controls and attached front bar for coupling
- Service provider to provide training and certification to operators during commissioning stage.
- Trolley pushers to be procured and delivered to site at KSIA.

- Trolley pushers must run approximately 8-hours as part of endurance testing with no failure.
- Trolley Pushers must come with a warranty of **24 months**, if any defect occurs within that period, the service provider will be responsible.

Operational Use of the baggage trolley pusher.

- The trolley pushers to be used for retrieval of trolleys within the airport precinct.
- The trolley pushers must be a pedestrian operated, electric tug to be specifically designed to assist in trolley cart collection / retrieval at the airport.
- The front attachment (Steel bracket) should be fully adjustable to fit any design of baggage trolley cart.
- Pushing load: Must be able to push a minimum of 30 trolleys (**Baggage trolley weight = 70Kg**) on a normal flat surface, wet or slippery and up to a slope of +/-5 degrees.
- The operator should be able to drive the trolley pusher from the tiller head when unloaded and uses the integral radio-control to operate the tug when loaded with trolleys.
- Additionally, training to be part of commissioning by the service provider.

Technical Specifications of the baggage trolley pusher.

- Motor: Electric 1.75 HP 4-Pole (1120W- 1200W) Heavy Duty
- Speed: Forward (0-3.1mph) Reverse (0-1.0mph)
- Radio mode forward: Fast (2.7mph) Slow(0.8mph)
- Design Pushing Load: Trolley pushers must be able to push a minimum of 30 trolleys to 50 maximums of trolleys on a normal flat surface and up to a slope of ± 5 degrees
- Mode of operation: - Push
- The front bracket (coupling) of the trolley pusher should be adjustable to fit any design of luggage trolley.
- Provision of remote controller (Control Range: 100 feet max) • Batteries: 3x 130AH capacity, sealed VRLA, Gel, IATA Approved
- Must have warning amber light or strobe light
- Battery-Lithium 48V,180Ah 9.3Kwh
- Charging cable 2 meters
- Battery Charger On-board, IP68, multi-input voltage 3 x 10A output

- Battery gauge and indicator or alarm for less 30min battery life
- Must have Lighting and power surge protector
- Stainless Steel build or corrosion resistant treated material (**Must provide proof of material used in a form of certificate**).
- Grade C 1Kg Fire extinguisher and mounting brackets
- Manually motor release lever for towing or pushing purpose should it get stuck
- Wheels/Tyres: Foam-Filled solid, Puncture-proof, 16x6.5-8
- Emergency stop button.
- Braking Regenerative & Electromagnetic as standard • Other features:
- Throttle/accelerator to be safe under all foreseeable conditions of operations (waterproof).
- Keys witch off/on, variable twist-grip throttle, Dead-man handle, Radio Control when laden, Battery gauge, Extended Strobe warning light, Varying design front attachments to suit different trolley type, Motion bleeper, Stainless Steel build, Protection Features: Resettable Overload protection (high current trip/cut-off).

Diagnostic features:

- The units **MUST** have diagnostic features with data downloading capabilities for maintenance failure analysis. The minimum parameters which should be downloadable from the controller include the motor voltage, motor current, frequency, and faults at last failure. Should come with a Horn, Tyres should be non-marking and non-skidding to be suitable for both indoor and out- door operations.

Operational Use for Baggage Trolley tow tractor

- The trolley tow tractor to be used for retrieval of trolleys within the airport precinct.
- The **back attachment or bracket** should be fully adjustable to fit any design of baggage trolley cart.
- Must be able to operate on the bumpy and smooth surface
- The tractor should be capable of moving ± 50 airport trolleys at one time, space permitting.
- Additionally, training to be part of commissioning by the service provider.
- Must issue the accredited operating permit to the users.

Specifications of Baggage Trolley tow tractor

- AC Electronic speed controller

- Motor: 15 hp Fan cooled AC motor
- Loading capacity – **500 lbs** Approx. **226.79 kg**
- Towing capacity on the flat level ground – **20 000 lbs** approx. **9071.84 Kg**
- Speed – 10 mph
- Battery - Lithium 48V-180Ah 9.3Kwh.
- Battery gauge and indicator or alarm for less 30min battery life
- Charger-48V High-frequency on-board charger 1.2Kwh, 48V High-frequency on-board charger 2.4Kwh (Complete or necessary charging accessories i.e. Charging cord)
- Body- All-steel unibody construction, overhead protector and doors (closed top or shelter)
- Stainless Steel build or corrosion resistant treated material **(Must provide proof of material used in a form of certificate).**
- Suspension - Front leaf spring suspension with dual shock, Rear leaf springs suspension
- Four-wheel hydraulic brakes, Regenerative braking
- solid softy rubber wheels
- 2 bucket seats with Safety belts for both driver and passenger
- Passengers = 2 people
- LED headlight, Tail/brake/revers lights
- Multifunction display (including speedometer, battery state of charge, hour meter, odometer and fault warnings), Password-protected parameters and monitoring capability
- Battery gauge and indicator or alarm for less 30min battery life
- Reverse alarm, Deadman seat switch, Horn and it must have strobe/amber light
- Must have a wipers
- Flexible Side mirror and rear-view mirror
- Lighting and power surge protector
- Mounted Ratchet Tie Straps Cargo with 20m strap/towing rope and hooks
- Grade C 1Kg Fire extinguisher and mounting brackets
- Manually motor release lever for towing or pushing purpose should it get stuck
- Mounted towing coupling compatible to onsite baggage trolleys

Commissioning and Testing:

- The service provider is required to provide Factory Asset Testing reports that include:
 - Functional testing- Indicating that the trolley retrievers operate as intended and meet the scope of work.
 - Load testing- test report that indicate pushing capacity of the trolley retriever
 - Performance testing – indicates trolley retrievers’ performance under various condition such as load, speed etc.
 - Durability testing- Report to indicate the durability of materials and components to withstand the airport environments.
 - Safety features testing- Report that indicate the effectiveness of the safety features of the trolley retriever such as brakes.
- The service provider to issue a confirmation letter for aftermarket support (Parts and Spares)
- Appointed service provider to issue operators manuals and 2-year warranty.
- Appointed service provider to provide OEM maintenance and operating manuals (written in English)

Appointed service provider **MUST** provide accredited operator training to all users

The two (2) trolley tow tractor must come with a two-years warranty

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

3. Constraints on how the *Contractor* Provides the Service

3.1 Meetings

The following formal meetings will be held between project Manager and contractor

- Online Project kick off meeting
- Monthly progress meeting

3.2 Use of standard forms

Work must be completed within agreed timeframes, failure to do so risk reduction meeting to be held with contractor. Early warning will be issued for all the work that is not on time.

3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number _____.
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed.
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due to the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- Payment will take place within 20 (twenty) Business Days after receipt by the Company of a duly prepared original invoice.
- All payments shall be made by electronic transfer into the Service Provider's bank account

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis

To: [•] (Contractor)

Delay damages per week [●]

(for *Employer*)

Total of the Prices for this Task Order R

(for Contractor)

(for *Employer*)