CONTRACT FOR MAINTENANCE OF ESCALATORS FOR A PERIOD OF 8 MONTHS AT O.R TAMBO INTERNATIONAL AIRPORT

Contents

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
C1.4	Forms of Securities
C1.5	Insurance Schedule

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Pricelist

Part C3: Scope of Work

C3	Service Information

Part C4: Site information

C4	Site Information

Confidential

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 ESCALATORS FOR A PERIOD OF 8 MONTHS

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

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

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

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

for the Contractor

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

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

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

. . . . . .

. . . . . .

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

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

for the Employer

Signature . . . . . Date . . . .

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

Airports Company South Africa,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627

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

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

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2 Subject . . . . . .

Details . . . . . .

. . . . . .

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3 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the employer during this process of offer and acceptance.

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

C1.2 Contract Data

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

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

Secondly the Pricing data;

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

Fourthly, the additional conditions of contract under these Z clauses

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

General Conditions of Contract

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

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

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



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

Clause	Statement	Data
1	General	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	**W1: Dispute resolution procedure**
		X1: Price Adjustment for inflation
	and secondary Options:	**X2: Changes in the law**
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is:	**Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa**
	Address	**O. R. Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627**
	Tel No.	**011 921 6911**
10.1	The *Service Manager* is:	**TBA**
	Address	
	Tel No.	
	e-mail	

11.2(1)	The Accepted Plan is	**Section C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manger**
11.2(2)	The *Affected Property* is	**O. R. Tambo International Airport**
11.2(13)	The *service* is	**Maintenance of Escalators as more fully set out in section C3 *Service Information*.**
11.2(14)	The following matters will be included in the Risk Register	**1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the *service* (or of persons providing the *service*) to all airport users** **2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects** **3. Work in confined spaces** **4. Risk of injury to contract personnel and all airport users due to falling from heights** **5 Refer to Annexure E for more risks**
11.2(15)	The *Service Information* is in	**Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**3 working days**
2	The Contractor's main responsibilities	**Detailed in Part C3 (Service Information)**
21.1	The *Contractor* submits a first plan for acceptance within	**30 calendar days from Contract Date**
3	Time	
30.1	The *starting date* is	**Upon signing of the contract by ACSA**
30.2	The *Service Period* is	**Eight(8) Months after signing of the contract by ACSA.**

4	Testing and Defects	No data is required for this section of the *conditions of contract*
5	Payment	
50.1	The *assessment interval* is on the	**Every 4 weeks, on the 15th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**30 days from the issuing of a valid (tax) invoice**
51.4	The *interest rate* is	**The prime lending rate of the Nedbank Bank, as determined from time to time.**
6	Compensation events	No data is required for this section of the *conditions of contract.*
7	Title	**No data is required for this section of the *conditions of contract.***
8	Risks and insurance	
83.1	The *Employer* provides these insurances from the Insurance Table	**(i) Insurance against loss of or damage to the *services*, 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 *services*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) 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 *contract* ("the Insurance Schedule").**
83.1	The *Contractor* provides these additional insurances	**Professional Indemnity Insurance** **Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the *contract*.**
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to section C1.5 Insurance Schedule**

83.1	The *Employer* provides these insurances from the Insurance Table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these additional insurances	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)**
83.2	The minimum amount of cover or minimum limits of indemnity required for the insurance table	**Refer to section C1.3**
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	**Priced contract with price list**	There is no Contract Data required for the main option clause
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**



11	Data for Option W1	
W1.1	The *Adjudicator* is	**The person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him** **[ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]**
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body**
	The place where arbitration is to be held is	**Johannesburg, South Africa**
	The person or organization who will choose an arbitrator	**The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body**
12	Data for secondary Option	
X1	**Price Adjustment for inflation**	**The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date*. Price adjustment for inflation shall only take place on contract anniversary**
X2	**Changes in the law**	**No data is required for this secondary Option**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**Total costs incurred and/or damages suffered To The Employer's Property**

X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**Total costs incurred and/or damages suffered To The Employer's Property**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total costs incurred and/or damages suffered To The Employer's Property. The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.** **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person;** **infringement of an intellectual property right**

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

Z	**The *additional conditions of contract* are**

AMENDMENTS TO THE CORE CLAUSES

Z1 **Interpretation of the law**

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

Z2 **Providing the Service: Delete core clause 20.1 and replace with the following:**
Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

Z4. Termination

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

Z4.2 **Add the following to core clause 91.8,** The *Employer* may terminate the Contract in the event that the *Contractor* is unable to maintain an average availability of 99.5% for a continuous period of twenty-four (24) weeks as measured by ACSA IMCS system (R22).

Z4.3 **Add the following to the Termination Table:** If the Employer terminates in terms of this clause 91.8, the procedures on termination are P1, P3 and P4 as stated in clause 92, and the amount due is A1 and A2 as stated in clause 93.

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

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

- Firstly, the Contract Data (C1.2) and Conditions of Contract;
- Secondly the Pricing data;
- Thirdly, the Service information (C3) and Annexes thereto shall prevail;
- Fourthly, the additional conditions of contract under these Z clauses
- Lastly any schedules, drawings and other documents included with this agreement.

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

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

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

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

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

Z7.1 A change in law is defined as:

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

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

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

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z9.2 Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

Z10 **Cession, delegation and assignment**

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

Z10.2 The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11 **Joint and several liability**

Z11.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

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



Z11.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1 The *Contractor* undertakes:

Z12.1.2 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z12.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z12.2 The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13 Confidentiality

Z13.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

Z13.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z13.3 This undertaking shall not apply to –

Z13.3.1 information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2 information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z13.3.3 information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);



Z13.4 The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z14 ***Employer*'s Step-in rights**

Z14.1 If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contracto* 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 othe drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the Service *Manager* to achieve this end

Z15 **Liens and Encumbrances**

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

Z16 **Intellectual Property**

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

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

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

Z16.4 The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z16.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:

Z16.5.1 the *Contractor's service*;

Z16.5.2 the use of the *Contractor's* Equipment, or

Z16.5.3 the proper use of the *Affected Property* on which the service is provided.

Z16.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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

Z17.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".

Z17.2 **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**

Z17.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z17.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."

Z18 **BBBEE and Tax Clearance**

Z18.1 The *Contractor shall* be expected to annually present a compliant BEE certificate and Tax clearance certificate. Failure to do adhere to these requirements shall be considered as material breach of the conditions of this contract, the sanctions for which may be a cancelation of this contract.

Z19 **Safety:**

Z19.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z19.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act)** as amended the Contractor agrees to the following:

Z19.2.1 As part of the contract, the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.



Z19.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

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

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

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The *working areas* are	See C3 'Service Information'
11.2(8)	**The direct fee percentage is:**	**……100%**
24.1	The *Contractor's Key people* are:	**CV's to be appended to Resource Proposal (Annex F)**
1	**SITE MANAGER/SUPERVISOR**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

2	**Technician (Lift mechanic)**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

2	**Technician (Lift mechanic)**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

2	**Technician (Lift mechanic)**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

3	**Assistant Technician**	
	Name:	
	Qualifications relevant to this contract	



	Experience	

4	**Task Team Mechanical Engineer**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

5	**Task Team Control Engineer**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

6	**Storeman**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

7	**Other (Specify)**	
	Name:	
	Qualifications relevant to this contract	
	Experience	
11.2	The following matters will be included in the Risk Register	1.Fall protection 2.Electrical shock 3.Working in confined space 4.Working with power tools 5.House keeping 6.Working with hand tools

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

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

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

_____

_____

_____

_____

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. "Mandatary" 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 Mandatary 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 Mandatary undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

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

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

   a. Public Liability Insurance Cover as required by the Subcontract Agreement.

   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 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.

Mandatary – 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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) *(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)- Not applicable*

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

Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	0% of the sum of Subtotal I, ([●] Rand)
1.8	"Service" means	Maintenance of People Movers (Escalators, Elevators and Passenger conveyors) Schindler Brand / OEM set out in the Section C3, Works Information

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

   - be signed on behalf of the Employer by a director of the Employer;
   - state the amount claimed ("the Demand Amount');
   - state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

6. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in 7 above, personal to the Employer and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
   - shall be regarded as a liquid document for the purpose of obtaining a court order; and
   - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
   - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)		
Name(s) (printed)		
Witness(s)		
Bank's seal or stamp		

C1.5 Insurance Schedule

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

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

C2.1 Pricing assumptions: Option A

The *conditions of contract*

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

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

for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.

14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required service levels and the quantity of equipment and <u>not</u> the number of resources on-site.**

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 Contractor. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Contractor 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.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Part 1 - Activity Schedule

Part 1a – Preliminaries and General- (All Item mandatory)

Item no.	Activity Description	Total (per year)
1	Airport personnel access permits, vehicle airside access permits – *provisional sum*	R 5,000.00
2	Parking fees – *provisional sum*	R 15 000.00
3	Once-off decals to be affixed on 71 Escalators showing, name, address and Telephone number of the maintenance service provider	R
Preliminaries and General Sub-Total A (per year)		**R**

Part 1b – Activity Schedule - (All Item Mandatory)

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (8 Months)
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, office overheads etc.)	Monthly	8	R	R
2	Insurance (Other, excluding ACSA required insurance)	Monthly	8	R	R
3	All required labour for preventative maintenance, corrective maintenance and inspections	Monthly	8	R	R
5	All required travelling including disposal of old spares	Monthly	8	R	R
6	Cell phone	Monthly	8	R	R
Preventative Maintenance Sub-Total B (per 8 months)					**R**

NB: All labour required during contractual normal operational hours will not be charged extra.

Part 1 is inclusive of splice, replacement of handrail, replacement of motor and gearbox and including replacement of lift drive, main motor, sheaves, main ropes and etc

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

be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.

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

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

Labour rates and Mark-up
Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)

The contractor is required to have a dedicated repair team to undertake all ad-hoc repairs, the team should be in the employ of the contractor to respond timeously to major breakdowns that cannot be executed by the maintenance team.

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

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

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

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

i) **LABOUR RATES:** ***(to be filled in)***

Item	Description	Normal hours(R/hour)	After hours (R/hou	
			Saturday	Sunday/public holiday
1	Mechanical Engineer			
2	Control Engineer			
3	Site Supervisor			
4	Lift Mechanic			
5	Competent operator (Operative/Assistant)			
6	Storeman			
7	Other			

Mandatory detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and/or installation of people movers. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the people movers. Failure to meet the required qualification and experience contract will be terminated.

Note the following minimum below:

SITE MANAGER/TECHNICIAN

- Must be in a permanent employee of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- Should have working experience in the maintenance and/or installation of people movers or similar works

TECHNICIAN /TECHNICIAN ASSISTANT

- Must be in a permanent employee of the company.
- Properly trained and competent in category of work that he is required to perform.
- Should have working experience in the maintenance and/or installation of people movers or similar works.

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

Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
3x Lift Mechanic	Completed Apprenticeship in the trade of Lift Mechanic • Electrical or Mechanical Trade test; or • Electrical/Mechanical N5	• Min 3 years experience post qualification in Maintenance or Installation of Lifts/Escalators/Passenger conveyors
1x Site Supervisor	• Completed Apprenticeship in the trade of Lift Mechanic • Electrical or Mechanical Trade test • Any Occupational Health and Safety Training Certificate and Project management certificate	• Min 3 years experience post qualification in Maintenance or Installation of Lifts/Escalators/Passenger conveyors and • Min 2 years supervisory experience And Min 2 years project management experience and • Minimum 2 years experience of OHS
3x Competent operator (Operative/Assistant)	Mechanical or Electrical N3	• Min 2-year experience in maintenance of electrical or Mechanical Equipment • 1 Year experience on OHS

1x Storeman	Certificate In Storemanship Or, Stock and store control certificate; And MS office training certificate	Min 3 years experience post qualification in stock management and or store management
1x Mechanical Engineer	SAQA Accredited BTech Mechanical **AND** ECSA registered PRTECH (Mechanical)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.
1x Control Engineer	SAQA Accredited BTECH Electronics/Mechatronics **AND** ECSA registered PRTECH (Electronics/Mechatronics)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, and demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.

ii) SPARES and MARK -UP

***Spares** will be managed using ACSA's manual inventory management system.
The manual inventory management system will include but not limited to;

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

Spares:

Description	**Total (excluding VAT)**
Subtotal B- provisional sum for spares	**R 1 500 000.00**

Mark-up (third party procured items/services - no mark-up for OEM own spares)

Contractor to complete.

Value of Item or Services	****Mark-up** ***(Contractor to fill in)***	**Spares amount for budget purposes *Z***	**Total mark-up values to be budgeted-(Contractor to fill in) = (*Z*x Y)**
R0 – R1 500,000+	%	R1 500 000.00	
		Sub-total D (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)	R

[b]Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

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

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

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

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

First month Maintenance Expenditure

Description	Total (excluding VAT)
Sub-total A - (Total Preliminary & General + Activity Schedule)	R
Sub-total B - (Spares provisional sum)	R 187 500
Sub-total C - (Third party Mark-up)	R
***Sub Total D - Total maintenance cost per month**	**R**

Expenditure over Eight (8) months contract including 0%CPI yearly price adjustments (As per Statistic SA) – Second month cost to exclude sub-total A

Description	**Total (excluding VAT)**
Sub-Total E: Dec 2026	**R**
Sub-Total F: Jan 2027	**R**
Sub-Total G: Feb 2027	**R**
Sub-Total: H Mar 2027	**R**
Sub-Total I: April 2027	**R**
Sub-Total J: May 2027	**R**
Sub-Total K: June 2027	**R**
Sub-Total L: July 2027	**R**
Eight (8) Months estimated contract value Sub-Total M	**R**

*Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups. **0% escalation should be used for illustrative purposes.**
Sub Total J (i.e. Total maintenance cost for the duration of the contract) must be carried to the form of offer and acceptance

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

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to provide service of Maintenance of 71 x Escalators at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will provide Maintenance of Passenger Conveyors at O.R. Tambo International Airport for a period of 8 months. The specifications and requirements are to maintain the **Escalators, Elevators and Passenger Conveyors** in a good, safe operating condition with due regard to the requirements of the manufacturer, standard **(SABS 1545-1 & 2 and 10 / SABS 1543)**,**OHS Act of 85** and the Lift Escalator and Passenger Conveyor Regulations. This document comprise the description of the Works and the Contractor will be appointed directly by the Airports Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance to all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

The maintenance staff is required to be onsite around the clock 19 hours per day), 365 days per year, including public holidays.

Scope of work (OPEX)

The Contractor will provide maintenance Services for escalators infrastructure which is located on the landside and airside of OR Tambo International Airport. The specifications and requirements in this document comprise the description of the *Service (Annex I)*.

In brief, the Contractor will be responsible for the maintenance of escalators infrastructure at O. R. Tambo International Airport.

The works entails the following:

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

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.

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

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

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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in OEM infrastructure maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work and 1year for all drive of electronic components.

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

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

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

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

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

Equipment Life Span

- The life span of the People movers infrastructure is more than 5 years (refer to **Annex C** for the list and life span)
- The list of equipment commissioning dates has been provided on **Annex B.**

OEM Requirements

The O.E.M recommended the below preventive maintenance for the escalators infrastructure:

- Monthly Maintenance :
  - General visual inspection of full unit
  - Check and clean comb plates and landing areas
  - Inspect step/pallet belt condition and alignment
  - Check handrail condition, speed synchronization, and tension
  - Lubrication of chains, bearings, and drive components
  - Check safety devices (emergency stop buttons, skirt switches)
  - Inspect balustrades, panels, and lighting
  - Clean interior machinery spaces (dust/debris removal)
  - Listen for abnormal noise or vibration

- Quarterly maintenance
  - Detailed inspection of drive system (motor, gearbox, brakes)
  - Check and adjust chain tension (step chain)
  - Inspect handrail drive system and rollers
  - Verify operation of safety circuits and sensors
  - Check electrical connections and control panel components
  - Inspect combplate impact device and missing tooth detection-
  - Functional testing of emergency stop system
  - Test all safety

- Bi- annual maintenance
  - Oil level check and replacement (if required) for gearbox
  - Check condition of step rollers
  - Check track system for wear and alignment
  - Detailed brake inspection and adjustment
  - Inspect inverter (VFD) performance and parameter settings
  - Verify speed, acceleration, and stopping distance
  - Inspect skirt panel clearance and lubrication
  - Check load condition and system performance under operation

- Annual Maintenance
- Full safety audit and compliance check
- Load testing (as per regulatory requirement)
- Detailed electrical inspection (control system, wiring, relays)
- Replace worn components (rollers, brushes, filters, etc.)

- Insulation testing of electrical components
- Check structural components (truss, supports)
- Calibration of safety devices and sensors
- Oil replacement (gearbox and lubrication systems)
- Performance benchmarking against OEM standards

ACSA: O.R Tambo international Airport has since implemented daily inspections for the escalators infrastructure.

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

- The list breakdowns and faults experienced and the estimated time for repair on the People movers branded infrastructure are listed on **Annexure H.**
- The preventative maintenance previously performed on the escalators infrastructure are listed on **Annex F**, for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue actual.
- A sample of root cause analysis on the escalators infrastructure has been attached on **Annex G**. Also, the root cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

Site Information
- The escalators infrastructure are located at on the airside and landside at O. R. Tambo International Airport (refer to Annexure A for a full list of equipment).
- The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:
Maintenance of escalators infrastructure shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

SUGGESTED MAINTENANCE PROGRAMME

Table 1 Standards Applicable to the maintenance programme Standard Number Description	
SANS 1543 Escalator and Passenger Conveyors	
SANS 21:2003 Safety rules for the construction and installation of escalators and passenger conveyors	
SANS 10142-1 The wiring of premises. Part 1: Low-voltage installations	
SANS 10400 Application of the National Building Regulation	
Mandatory Legislative Records / Certificates and Maintenance records	**Frequency of records**
Annex A - Certificate of Commissioning acceptance test for electric lifts (SANS 1545-1)	• Before a people mover is put into use for the first time

Annex A - Certificate of commissioning acceptance test for escalators and passenger conveyors (SANS 1543)	• After any modification has been affected
Annex B - Comprehensive report for Electric Lifts (SANS 1545-1)	• After a failure that could have endangered lives of users • Whenever there has been a change in the competent lift service provider • Every 24 months
Annex B - Comprehensive report for Escalators and Passenger conveyors (SANS 1543)	

- ACSA maintenance procedure for travelators infrastructure - as provided in **Annex N.**
- The preventative maintenance previously performed on the travelators infrastructure are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be contacted on 011 921 6210.

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

Access to site

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

Site Restrictions

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

Risk

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

Current Guarantees and warrantees to be maintained:

- Annex W - N/A
-

Location of the works

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

PROCUREMENT

Preferential procurement procedures
Requirements

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

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

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

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

Subcontracting
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.

Normal airport operational hours shall be **from 04:00 to 22:00** for every day of the year.

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

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

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

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

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to Escalators/ Elevators and Passenger conveyors
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training of check-in of Escalators/ elevators/ passenger conveyors staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

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

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

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

At no time, shall the Contractor:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

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

Key personnel
A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

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

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

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

Monthly reports
When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. System availability YTD/ (averaged per week)
2. Maintenance work (including % of scheduled maintenance work completed)
3. Daily checks performed
4. Maintenance plan for the next month
5. The latest spares inventory

6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues
10. Budget forecast and actual spending
11. Toolbox talk and attendance register
12. Incident/ near miss register records/register

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 not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

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

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

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

Proof of compliance with the law

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

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

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

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

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

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

Enterprise and Supplier Development Initiatives

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

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

C3.2.1 Definition of a Targeted Enterprise

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

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

C3.2.2 Participation of Targeted Enterprise(s)

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

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

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

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

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

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

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Site information	Annex B	Applicable
Risk assessment	Annex C	Applicable
Previous completed PMs	Annex D	Applicable
Root cause analysis	Annex E	Applicable
Estimated times for breakdowns/faults	Annex F	Applicable
Key Performance Indicators	Annex G	Applicable
OHS Act Appointment by Contractor	Annex H	Applicable
Minimum Maintenance Programme	Annex I	Applicable
Environmental Terms and Conditions	Annex J	Applicable
Maintenance of Escalators Spares List	Annex K	Applicable
ACSA maintenance procedure for Escalators	Annex L	Applicable
IMCC procedure	Annex M	Applicable
Internal and external factors outside the contractor's control	Annex N	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex O	Applicable
ACSA Inventory management procedure	Annex P	Applicable
Detail Technical Specification	Annex Q	Applicable
Schedule of equipment To Be Replaced	Annex R	Applicable

ANNEX A

SCHEDULE OF EQUIPMENT

The tender must not that this is a close estimate of the number of equipment and systems on site.

Equipment

Number	Equipment	Government No	Type	OEM	No Steps	Location	Cost
1	ME1	JESC784	Escalator	Schindler	60	MSP1	
2	ME2	JESC785	Escalator	Schindler	60	MSP1	
3	ME3	JESC786	Escalator	Schindler	60	MSP1	
4	ME4	JESC787	Escalator	Schindler	60	MSP1	
5	ME5	JESC788	Escalator	Schindler	52	MSP1	
6	ME6	JESC789	Escalator	Schindler	52	MSP1	
7	ME7	JESC790	Escalator	Schindler	52	MSP1	
8	ME8	JESC791	Escalator	Schindler	52	MSP1	
9	ME9	JESC792	Escalator	Schindler	52	MSP1	
10	ME10	JESC793	Escalator	Schindler	52	MSP1	
11	ME11	JESC794	Escalator	Schindler	52	MSP1	
12	ME12	JESC795	Escalator	Schindler	52	MSP1	
13	ME13	01/E311	Escalator	Schindler	52	MSP1	
14	ME14	01/E312	Escalator	Schindler	52	MSP1	
15	ME15	01/E313	Escalator	Schindler	52	MSP1	
16	ME16	01/E314	Escalator	Schindler	52	MSP1	
17	ME17	01/E415	Escalator	Schindler	60	MSP2	
18	ME18	01/E416	Escalator	Schindler	60	MSP2	
19	ME19	01/E417	Escalator	Schindler	60	MSP2	
20	ME20	01/E418	Escalator	Schindler	60	MSP2	
21	ME21	01/E419	Escalator	Schindler	60	MSP2	
22	ME22	01/E420	Escalator	Schindler	60	MSP2	
23	ME23	01/E421	Escalator	Schindler	60	MSP2	
24	ME24	01/E422	Escalator	Schindler	60	MSP2	
25	E12	01/E180	Escalator	Schindler	70	TB	
26	E1	01/E323	Escalator	Schindler	65	CTB	
27	E2	01/E327	Escalator	Schindler	65	CTB	
28	E3	01/E321	Escalator	Schindler	70	CTB	
29	E4	01/E322	Escalator	Schindler	70	CTB	
30	E5	01/E328	Escalator	Schindler	70	CTB	
31	E6	01/E324	Escalator	Schindler	70	CTB	
32	E7	01/E330	Escalator	Schindler	65	CTB	
33	E8	01/E331	Escalator	Schindler	65	CTB	

34	E9	01/E333	Escalator	Schindler	65	CTB	
35	E10	01/E334	Escalator	Schindler	65	CTB	
36	E17	01/E319	Escalator	Schindler	105	CTB	
37	E18	01/E320	Escalator	Schindler	105	CTB	
38	E19	01/E329	Escalator	Schindler	105	CTB	
39	E20	01/E332	Escalator	Schindler	105	CTB	
40	E21	01/E325	Escalator	Schindler	105	CTB	
41	E22	01/E335	Escalator	Schindler	105	CTB	
42	E25	01/E326	Escalator	Schindler	75	CTB	
43	E26	01/E453	Escalator	Schindler	75	CTB	
44	E27	01/E454	Escalator	Schindler	60	CTB	
45	E28	01/E455	Escalator	Schindler	60	CTB	
46	E29	01/E456	Escalator	Schindler	60	CTB	
47	E30	01/E457	Escalator	Schindler	60	CTB	
48	E31	01/E458	Escalator	Schindler	90	CTB	
49	E32	01/E459	Escalator	Schindler	90	CTB	
50	E33	01/E456	Escalator	Schindler	90	CTB	
51	E34	01/E464	Escalator	Schindler	90	CTB	
52	AE03	01/E90	Escalator	Schindler	57	TA	
53	AE04	01/E91	Escalator	Schindler	57	TA	
54	AE15	01/E98	Escalator	Schindler	62	TA	
55	AE16	01/E99	Escalator	Schindler	62	TA	
56	AE17	01/E100	Escalator	Schindler	62	TA	
57	AE18	01/E101	Escalator	Schindler	105	TA	
58	AE19	01/E346	Escalator	Schindler	105	TA	
59	AE20	01/E347	Escalator	Schindler	105	TA	
60	E35	01/E463	Escalator	Schindler	70	TA	
61	E36	01/E36	Escalator	Schindler	70	TA	
62	E37	01/E37	Escalator	Schindler	70	TA	
63	E38	01/E460	Escalator	Schindler	70	TA	
64	E41	01/E41	Escalator	Schindler	60	TA	
65	E42	01/E42	Escalator	Schindler	60	TA	
66	IPE03	01/E293	Escalator	Schindler	80	North Pier	
67	IPE04	01/E294	Escalator	Schindler	80	North Pier	
68	IPE05	01/E291	Escalator	Schindler	70	North Pier	
69	IPE06	01/E296	Escalator	Schindler	70	North Pier	
70	E36	01/E461	Escalator	Schindler	70	TA	
71	E37	01/E462	Escalator	Schindler	70	TA	
72							

73							
74							
75							
Total	Cost					R	

ANNEX B

Site Information

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

General Site Conditions

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


O R Tambo Airport Rd
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ANNEX C

Risk assessment

OHS Risks

Available from the Service manager on request

Administrative Risks

Risk Number	Risk Description and mitigation measures
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be Low service damages will be imposed and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be payed on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2(Changes in the law)
15	Department of labour as an Electrical Contractor

ANNEX D

Previously completed PMs

Available upon request from IMCS

ANNEX E

Root cause analysis

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

ORTIA ME Root Cause Analysis Sheet

Function failure: (Which function was no longer execute) The bridge could not drive due to torn wheel.	Alpha 12passenger loading bridge was not moving due to wheel puncher	**Date:**	2 Decemebr 18	**Time of incident:**	**Reported by/Operator** MCS. Tsholofelo
Asset class: AIRBRIDGE - APRON DRIVE **Dept:** Mech	**Asset Description:** PLB A12	**Total downtime**	26 hours	**Warning signs before the breakdown:**	NO WARNING SIGNS
Repaired by: G.Opperman	**Repair time:** 3 hrs	**Waiting time:**	22..23hrs		

Description f fault finding and repair: (what was done to fix the machine/equipment and start operations)
The wheel rubber teared off.

Sketch the working principles and the failure mode:(Event which caused functional failure) Include pictures of the brackets.?? In position



Part/s/component/s replaced:	**Work order/Work Request**	WO 542949	**Failure mode:(Event which caused functional failure)**
1. Bearings 2.Wheel			Torn wheel rubber

Why1 Was rubber torn	**Why2** Shear force	**Why3** out of life expetancy/age was reached	**Why4** .. Replacemet cycle/not replaced in cycl	**Why5**	**Counter measures:**	**Category**	**Who**	**Date complete**
1.Shear forces	1. Driven over an object 2. Driven with high speed	1. Rushing to dock the A/C	1. Operator not at the loading bridge in time.		1. Operation's procedure to be inforced 2. wheel inpections to be included in thepreventative maintenence	Man Machine Method Material Environment		

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ORTIA ME Root Cause Analysis Sheet

Function failure:(Which function was no longer execute) Passenger loading bridge cannot extend or retract.	Alpha 12passenger loading bridge was not moving due to wheel puncher	**Date:**	Monday, 20 May 2019	**Time of incident:**	09:00
Reported by/Operator	IMC / Leonora				
Asset class: AIRBRIDGE - APRON DRIVE **Dept:** Mech	**Asset Description:** PLB A1RB	**Total downtime**	31Days	**Warning signs before the breakdown:**	PLB struggles to move and is shaking forward and backwards.
Repaired by:	M.Fourie	**Repair time:**	14 hrs	**Waiting time:**	30Days

Description f fault finding and repair:(what was done to fix the machine/equipment and start operations)
Steel wire rope was replaced, set new limits and guide bearings was adjusted.

Sketch the working principles and the failure mode:(Event which caused functional failure)



Part/s/component/s replaced:	**Work order/Work Request**	**Failure mode:(Event which caused functional failure)**
1. Steel wire rope 2. Bearing Roller adjustment	WR 408955	Steel wire rope damaged

Why1 Was the steel wire rope damaged	**Why2** Cable Tension	**Why3** Out of life expetancy/age was reached	**Why4** Replacemet cycle/not replaced in cycle	**Why5**	**Counter measures:**	**Category**	**Who**	**Date complete**
Tension of cable incorrect	Tension of bearings between tunnels	Visual inspection to be done prior to use	Bearing roller adjustments		1. Operation's procedure to be inforced 2. Steel wire rope tension to be included in inspections 3.Keep spare steel wire rope in stock	Man, Machine, Method, Material, Environment		

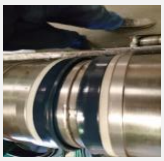
ORTIA ME Root Cause Analysis Sheet

Function failure:(Which function was no longer execute) The handrail was not turning/moving	Bridge had an auto level failure, Cylinder were leaking internally.	**Date:**	09/062019	**Time of incident:**	16h30
Reported by/Operator	IMC				
Asset class: AIRBRIDGE - APRON DRIVE **Dept:** Mech	**Asset Description:** PLB A13	**Total downtime**	2496 hours	**Warning signs before the breakdown:**	Auto level failure
Repaired by:	G.Opperman	**Repair time:**	complete 08-10-2019	**Waiting time:**	2150 hrs

Description f fault finding and repair:(what was done to fix the machine/equipment and start operations)
Hyd cylinders were leaking internally.

Sketch the working principles and the failure mode:(Event which caused functional failure)
Include pictures of the brackets ?? in position





Part/s/component/s replaced:	**Work order/Work Request**	**Failure mode:(Event which caused functional failure)**
Hyd cylinders repaired , flush hyd system, new hyd filter	WO 590388	Hyd cylinders leaking through

Why1 did it lower by itself	**Why2** seals collapse	**Why3**	**Why4**	**Why5**	**Counter measures:**	**Category**	**Who**	**Date complete**
1.Internal seals were leaking through	1. Hydraulic seals collapse	1.	1.		1. Do more regular test on bridge cylinders	Man, Machine, Method, Material, Environment		

ANNEX F

Estimated times for breakdowns/faults

Diagnostic & Repair Call description	**Estimated time to repair (hrs.) from the ACSA system as per Annexture H for information only**
Fault by others	**0.17**
Power Related Fault	**1**
Escalator step chain	

ANNEX G

Key Performance Indicators

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 00:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

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

Designation	Quantity/Shift	Night Shift
Technician	2	22h00 -05h00
Technician's Assistant	1	22h00 -05h00

Designation	Quantity/Shift	Morning afternoon Shift
Site Manager	1	Working days 08:00 -17:000
Storeman	1	Working days 08:00 -17:000
Technician	2	04h00 – 14h00
Technician's Assistant	3	
Technician	2	14h00 – 22h00
Technician Assistant	3	

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

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Minimum qualifications of staff for duration of contract

Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
1x Lift Mechanic	SAQA Accredited Trade Tested - Lift Mechanic Certificate Electrical / Mechanical / Engineering studies N5 certificate or higher	3 years or more experience in Maintenance or Installation of Lifts / Escalators/Passenger conveyors 1 Year or more experience on OHS (points
1 x Site Supervisor	SAQA Accredited Mechanical or Electrical N5 certificate or higher engineering studies certificate or higher Any Management Certificate/Diploma/BTech/Degree Occupational Health and Safety certificate (points •	5 years or more experience in Maintenance or Installation of Lifts / Escalators / Passenger conveyors Minimum 2 years supervisory experience Minimum 2 years' experience of OHS (points •
1 x Competent operator (Operative/Assistant)	SAQA Accredited Trade Tested - Lift Mechanic Certificate / Electrician traded test/ Mechanical trade test or SAQA Accredited Mechanical or Electrical N3 or higher	• Min 2-year experience in maintenance of electrical or Mechanical Equipment • 1 Year experience on OHS
Storeman	Certificate In Storemanship Or, Stock and store control certificate; And MS office training certificate	Min 3 years experience post qualification in stock management and or store management
Mechanical Engineer	SAQA Accredited BTech Mechanical **AND** ECSA registered PRTECH (Mechanical)	5 years or more experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.

Control Engineer	SAQA Accredited BTECH Electronics/Mechatronics **AND** ECSA registered PRTECH (Electronics/Mechatronics)	5 years or more experience post-BENG/BSC/BTECH qualification, demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.

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

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

*The Period of review shall be Monthly.

Availability	Target
Escalators, Elevators and Passenger conveyors	95.5%

Description	Call Response time	Call Closure Time
Stops/General calls during normal airport hours	15min	45min
Unlocking Trapped Passengers from the Elevators	15min	30min
Breakdown requiring a field engineer	8 hours	24 hours
Breakdown requiring major repairs	8 hours	72 hours
% of planned maintenance completed per month	100%	

3. Emergency Response time

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

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

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

Description	Call Response time	Call Closure Time
Stops/General calls during normal airport hours	15min	45min
Unlocking Trapped Passengers from the Elevators	15min	30min
Breakdown requiring a field engineer	8 hours	24 hours
Breakdown requiring major repairs	8 hours	72 hours
% of planned maintenance completed per month	100%	

4. Guarantees

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

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 180 days.
Defect free liability period – electrical or electronics components	The defect free period will be no less than 12 months.

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

5. Assessments and Reviews

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

6. Low service damages

Notification of Low service damages

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

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

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

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

Low service damages tables

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

	Low service damages Criteria	Low service damages amount
Response time	Noncompliance with response times	R10 000,00 per event
Closure duration	Noncompliance with closure duration times	R10 000,00 per event
Closure of corrective work orders	Noncompliance with closure times for corrective maintenance work orders	R2 000,00 per event
Closure of preventative maintenance work orders	All preventative maintenance work orders should be closed within 14 days of issue	R5 000,00 per event
Staff schedule	Minimum staff must be onsite as scheduled	R10 000.00 per person
Asset availability	99.5 per month per asset	R20 000.00
Poor workmanship	Quality work and do it once the correct way	R1 000.00
System Availability as Measure by Oracle CMMS (IMCS)	Noncompliance with the system availability	R10 000,00 per system
Spare management – Agreed in minimum quantities must be kept in stock	Failure to keep minimum quantities in stock	R10 000.00 per item
100%completion of Planned maintenance inclusive of actual works and paper works (PMs, WO and Lift record book	Failure to meet target is = % monthly cost deducted for all outstanding maintenance	30% of monthly fee
Legal compliance – Annex – B	Valid Annex B in the correct location	R10 000.00 per Annex
Other Occupational Health and Safety Act 85 of 1993 which are criminal offences according to the OHS act	Termination after having followed the NEC early warning and risk reduction process/ DoL finding / Lift inspector findings – less than 3	
There is consecutive Occupational Health and Safety Act 85 of 1993of the same offence/class	Termination after having followed the NEC early warning and risk reduction process	

Availability less than 99.5% for six consecutive months as measure by the IMCS system (which is the entirely the contractor's fault) will lead to contract termination.

Emergency Response time

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

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

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

Item Description	Response Time	Low services damages
In a case where the escalator/ Elevators/ Passenger conveyors has failed	30 minutes during normal	R1 000.00/event
In a case where the escalator/ Elevators/ Passenger conveyors has failed	45 minutes after hours	R1 000.00/event

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

Continuous Improvement Program and the Computerized Maintenance Management System
It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

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

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

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

7. Internal and external factors

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

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

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

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

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

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

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

ANNEX I

Minimum Maintenance Programme

The responsibility lies with the contractor in ensuring compliance to OEM instructions.
The Contractor shall include a suggested maintenance programme to cover all requirements under this contract. Contractor is to ensure that the proposed maintenance programme is in accordance with the OEM requirements as detailed in Table 2 – 6 for maintenance types and activities, applicable standards listed in Table 1 and compliance to the Lifts, Escalators and Passenger Conveyors regulations as contemplated in the Occupational Health and Safety Act.

SUGGESTED MAINTENANCE PROGRAMME

Table 1 Standards Applicable to the maintenance programme Standard Number Description	
SANS 1543 Escalator and Passenger Conveyors	
SANS 21:2003 Safety rules for the construction and installation of escalators and passenger conveyors	
SANS 10142-1 The wiring of premises. Part 1: Low-voltage installations	
SANS 10400 Application of the National Building Regulation	
Mandatory Legislative Records / Certificates and Maintenance records	**Frequency of records**
Annex A - Certificate of Commissioning acceptance test for electric lifts (SANS 1545-1)	• Before a people mover is put into use for the first time • After any modification has been effected
Annex A - Certificate of commissioning acceptance test for escalators and passenger conveyors (SANS 1543)	
Annex B - Comprehensive report for Electric Lifts (SANS 1545-1)	• After a failure that could have endangered lives of users • Whenever there has been a change in the competent lift service provider • Every 24 months
Annex B - Comprehensive report for Escalators and Passenger conveyors (SANS 1543)	

Maintenance Schedule for Escalators

Monthly Maintenance	
Item	**Description**
1	Check for no admittance sign on motor room door
2	Check function of barrel bolt
3	Check function of motor room lock
4	Check function of motor room door
5	Check function of windows
6	Check function of ventilation
7	Check function of lights
8	Check function of diagrams
9	Check function of brake
10	Check function of main ropes
11	Check function of rope selector
12	Check function of rope governor
13	Check function of limits and overrun
14	Check function of safeties
15	Lubricate motor bearings
16	Lubricate pedestal bearings
17	Lubricate gearbox
18	Lubricate sheaves
19	Clean motor room
20	Check function of car safety edge
21	Check function of car door photocell
22	Check function of car alarm
23	Check function of car lights
24	Check function of car emergency light
25	Check function of car intercom
26	Check function of car push buttons
27	Check function of car indicator lamps
28	Check function of car direction arrows
29	Check function of car gongs
30	Check function of car handrails
31	Check function of car Egg crating
32	Check function of car levels

33	Check function of car inspection control
34	Check function of car inspection lights
35	Check function of car safeties
36	Lubricate car sheaves
37	Lubricate car oil lubricator
38	Clean car platform
39	Check function of shaft locks and door locking devices
40	Check function of shaft landing buttons
41	Check function of shaft indicator lamps
42	Check function of shaft direction arrows
43	Check function of shaft telephone plate
44	Check function of shaft gongs
45	Check function of shaft hinges
46	Check function of shaft closers
47	Check function of shaft handles
48	Check function of shaft beadings
49	Check function of shaft vision panels
50	Check function of shaft pit lights
51	Check function of shaft pit ladder
52	Check function of shaft pit switches
53	Lubricate hinges
54	Clean pit sheaves
55	Lubricate pit sheaves
56	Clean pit
57	All services and checks must be done in compliance with SANS 50081-1
58	Check counterweight

Escalator SERVICE TYPE (S) - Compulsory

1	Legal Requirement	Visual checks
		Equipment Registration No
		Emergency Plate Telephone Plate
		Safety Signs
2	BOTTOM STATION	Visual check of condition
3	Emergency Stop/Key Switch	Function test of emergency stop
4	Control Cabinet	Clean Cabinet
5	Maintenance Control	Check for correct operation
6	Three Inspection Steps	Remove three inspection steps
7	Step Chain and Belt Tension Contacts/Sensors	Check tension/settings and activate contacts/sensors
8	Comb plate teeth	Check correct meshing and any broken steps
		If two adjacent teeth are broken remove the comb plate
9	Comb plate contacts	Activate and test for free movement of comb plates
10	Handrail finger contacts (bottom)	Activate and test for proper operation and function
11	Entrance forks/rollers	Check for wear and correct setting
12	Tracks of step rollers	Clean tracks all the way up and remove grease, oil and dirt, do not lubricate
13	Skirting Contacts	Activate and check correct setting
14	Step sag contact (top and bottom)	Clean, activate and check for correct setting and operation
15	Maintenance Control	
16	TOP STATION	Visual checks, clean
17	Emergency Stop/Key Switch	Function test
18	Comb plate teeth	Check correct meshing and any broken steps
		If two adjacent teeth are broken remove the comb plate
19	Comb plate contacts	Activate and test for free movement of comb plates
20	Handrail finger contacts	Activate and test for proper operation and function
21	Entrance forks/rollers	Check for wear and correct setting
22	Clearance between steps and skirting	Check clearance (gap = 7mm)
23	Skirting Contacts	Activate and check correct setting
24	Universal Joints	Check loose bolt both sides
25	Automatic Lubrication	Check proper operation and top up oil
26	Balustrade Lights	Check functionality
27	Step Gap Illumination	Check functionality
28	Comb Plate Illumination	Check functionality

SERVICE TYPE A

1	Step Bushes	Check wear and knocks
2	Step Rollers	

3	Step Chain tension	Check spring tension
4	Belt drive tension	Check belt drum drive
5	Handrail entrance clearance (Top and Bottom)	Check even clearance and entrance
6	Handrail tension	Check sag
7	Gearbox oil level	Check oil level and condition
8	Universal joints	Check loose bolt both sides
9	Motor ventilation	Check for obstruction
10	V-Belts tension	Check if tight
11	Main Drive chain tension	Check chain sag (10-15mm)
12	Main Drive chain glide	Check wear and replace
13	Brake band	Check thickness
14	Brake	Check thickness of the lining
15	Handrail Condition	Visual handrail running, check cracks
16	Tacho Coupling	Check tacho coupling
17	Skirting	Clean skirting and grease step guide pads
18	Controller	Clean controller, contactors, accessories and test

SERVICE TYPE B

1	Step chain	Lubricate
2	Step chain rollers	Check for cracks and clean
3	Step guide ways	Clean and lubricate
4	Handrail drive chain tension	Check tension (sag 10 -15mm)
5	Handrail drive chain	Lubricate
6	Handrail friction wheel	Check condition of rubber and thickness
7	Belt of handrail friction drive	Check condition and adjust spring tension
8	Chain sprocket shaft	Lubricate
9	Main drive chain	Lubricate
10	Brake lining and Linkages	Check thickness

SERVICE TYPE C

1	Step Bushes	Check wear and knocks
2	Comb plates (top and bottom)	Remove every comb plate, clean and tightened
3	Handrails	Remove handrail full length check wear and tear, check tracks for wear
4	Handrail Tracks	Clean with vacuum cleaner
5	Handrail Deflector Roller	Clean with vacuum cleaner
6	Motor bearings	Check noise
7	Main drive chain contact	Activate and observe
8	Reverse blocking device	Test for proper operation
9	Over/Under speed	Test and share findings
10	Brake linkage	lubricate
11	Deep clean escalator /shutdown Monthly	

Contract start-up proposal

The Tenderer shall include the start-up proposal for the maintenance contract. It must include timelines and the number of equipment (per category and total) that must be serviced per month. The total number of equipment is indicated in schedule of equipment (Annex F) or reflected below. The proposal must be such that monthly preventive maintenance hours are distributed evenly over the months of the year. The tenderer must develop a reasonable maintenance plan. The number of equipment to be serviced every month must be indicated for each category as well as the monthly total. The figure below is a typical plan for January which repeats over the rest of the year with the corresponding estimated number of equipment per month. The tenderer to issue a more detailed and accurate plan after award of tender.

Service category	Jan.	F	M	A	M	J	J	A	S	O	N	D	Units/month	
													Estimated	Proposed
M, Q, S, A	[redacted]													
M, Q, S	[redacted]													
M, Q	[redacted]													
M	[redacted]													
Total													94	

M= Monthly service, Q=Quarterly service, S= Semi-annual service, A=

Annual service M, Q, S, A: Equipment that undergo all four services in a month

M, Q, S: Equipment that undergo three services in a month

M, Q: Equipment that undergo two services in a month

M: Equipment that undergo one service in a month

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

ANNEX J (Contractor to fill in)

ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer shall audit Contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the Contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used

	3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

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

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

I, _____ (name & surname) of _____



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

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

at: _____ (airport name).

ANNEX K

Maintenance of escalators Spares List

To be provided to contractor (upon award)

ANNEX L

ACSA maintenance procedure for ESCALATOR

- Available upon request from the ACSA service manager

ANNEX M

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

ANNEX N

Internal and external factors

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

	Type	Comment
External resources	Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	•Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	•Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested acess timeosly •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

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

ANNEX O

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements

ANNEX P

ACSA Inventory procedure

Available upon Request from the ACSA service manager


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AIRPORTS COMPANY SOUTH AFRICA

ANNEX Q