

Airports Company South Africa SOC Limited

Project Number:

Supply, Installation, Commissioning, Handover and Maintenance of New Detection Equipment and De-Commissioning of Existing Detection Equipment for a Period of Five Years (60 Months) at Airports Company South Africa Owned and Operated Airports

NEC 3: Term Service Contract TSC

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable to ACSA OWNED AND OPERATED AIRPORTS
(Registration Number : 1993/004149/30)

and

(Registration Number : _____)

for

Supply, Installation, Commissioning, Handover and Maintenance of New Detection Equipment and De-Commissioning of Existing Detection Equipment

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C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply, Installation, Commissioning, Handover and Maintenance of New Detection Equipment and De-Commissioning of Existing Detection Equipment for a Period of Five Years (60 Months) at Airports Company South Africa Owned and Operated Airports

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and incur 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	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is	R
(in words)	

(The above amount should be calculated as per the guide provided in the Section C2.2: Bill of Quantities [Grand Total]. In the event of any conflict between the amount above and the Bill of Quantities [Grand Total], the latter shall prevail.)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer'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 or the Pricing Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer 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 Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Service Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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



AIRPORTS COMPANY
SOUTH AFRICA

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Employer of one fully completed copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Contractor) within five working days of the date of such submission 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.

Signature(s)

Name(s)

Capacity

for the Employer

Name & signature
of witness

.....
.....
.....
.....
*(Insert name and address of
organisation)*

.....
.....
.....
.....
Date

Schedule of Deviations

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

4 Subject

 Details

.....
5 Subject

 Details

By the duly authorised representatives signing this agreement, the Employer and the tenderer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.



AIRPORTS COMPANY
SOUTH AFRICA

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

Signature(s)

Name(s)

Capacity

for the Employer

Name & signature of witness *(Insert name and address of organisation)* Date

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness *(Insert name and address of organisation)* Date

C1.2 Contract Data Provided by Employer

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	Main Option Dispute resolution Option	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X3: Multiple currencies
		X13 :Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20 :Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (name):	Airports Company South Africa SOC Limited,
	Address	ACSA owned and operated airports
	Tel No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Airports Company South Africa 24 Johnson Road, Riverwoods Office Park, Senderwood, Bedfordview.
	Tel	
	e-mail	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za



11.2(2)	The Affected Property is	ACSA owned and operated airports
11.2(13)	The <i>service</i> is	Supply, Installation, Commissioning, Handover and Maintenance of New Detection Equipment and De-Commissioning of Existing Detection Equipment
11.2(14)	The following matters will be included in the Risk Register	<p>Availability of As Built information</p> <p>Access to Site</p> <p>Site Constraints and Constructability</p> <p>Existing Services</p> <p>Delay in supply of material and/or equipment</p> <p>Progress of the works against the program</p> <p>Travelling public and ACSA stakeholders</p> <p>Availability of qualified staff</p> <p>Business continuity (Civil unrest, employees strikes, weather conditions, staff turn over, availability of spares)</p>
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) business/working days
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	The 2 weeks from the date of commencement for ACSA approval and acceptance
3	Time	
30.1	The <i>starting date</i> is	
30.1	The <i>service period</i> is	5 years
4	Testing and defects	



42.2	The defects date is	12 (twelve) months after Completion of the whole of the works
43.1	The defects correction period is	2 (two) days
5	Payment	
50.1	The <i>assessment interval</i> is	15th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time
7	Use of Equipment Plant and Materials	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
8	Risks and insurance	Refer to Part C1.5
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to the Insurance Clauses which is attached at the end of the Contract Data
9	Termination	Should the contractor not comply with the requirements of the service level agreement in Core Clause 21, the employer is entitled to terminate the works.
10	Data for main Option clause	
A	Priced contract with price list	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration



W1.4(5)	The <i>arbitration procedure</i> is	is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa.
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X3	Multiple currencies	
		The Forward Cover will only be taken by the appointed service provider after consulting with ACSA Treasury during the course of the contract period.
X7	Delay Damages	
	Delay damages of the <i>service</i> is	amount per day is 0.5%, to the maximum of 10% of the Contract value
X13	Performance bond/Bank Guarantee	
X13.1	The amount of the performance bond is	R 15 million Bank guarantee is required for the successful bidder
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Where the performance of the works in use fails to reach a specified level due to a design or other fault of the Contractor and the Defect is not corrected so that it is listed in the Defects Certificate, the Employer shall be able to recover the damages he suffers in consequence. This Option provides for these



		damages to be recovered as liquidated damages
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Refer to C1.4 insurance schedule
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and infringement of an intellectual property right
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day of receiving the Task Order



X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Refer to Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months
Z	The <i>additional conditions of contract</i> 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 <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service: Delete core clause 20.1 and replace with the following:	
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.	
.	Other responsibilities: add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .	
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> ,. Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
.	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”.	
Z5.1	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:	



<p>Z5.2</p>	<p>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:</p> <p>The additional conditions of contract under these Z clauses The conditions of contract and The other documents.</p> <p>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.</p> <p>Payment: Add the following at the end of core clause 51:</p> <p>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.</p> <p>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.</p>
	<p>AMENDMENTS TO THE SECONDARY OPTION CLAUSES</p>
	<p>Changes in Law: Add the following clause to secondary option X2 as X2.2:</p>
<p>Z7.1</p>	<p>A change in law is defined as:</p>
<p>Z7.1.1</p>	<p>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 <i>law of the country</i>, 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;</p>
<p>Z7.1.2</p>	<p>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 <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i>, any Subcontractor or any affiliate to the <i>Contractor</i>.</p>
	<p>Performance Bond: The following amendments are made to clause X13:</p>



Z8.1.	Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Service Manager</i> has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.
Z8.2.	Add the following new clause as Option X13.2: The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>service period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>service period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>service period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
	Limitation of liability: Insert the following new clause as Option X18.6:
Z8.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss or damage of any kind is limited to R0.00.
Z8.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract.
	ADDITIONAL Z CLAUSES
0.	Cession, delegation and assignment
Z10.1.	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i> .
Z10.2.	The <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to any person or entity.
1.	Joint and several liability
Z11.1.	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this Contract.
Z11.2.	The <i>Contractor</i> shall, within 1 week of the starting date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on its behalf.
Z11.3.	The <i>Contractor</i> 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 <i>Employer</i> .



2.	Ethics
Z12.1.	The <i>Contractor</i> undertakes:
	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;
	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z12.2.	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> 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 <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z12.3.	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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.
3.	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 <i>Contractor</i> 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 <i>Service Manager</i> , whose consent shall not be unreasonably withheld.
Z13.2.	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z13.3.	This undertaking shall not apply to –
	information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this contract. The <i>Contractor</i> 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;
	information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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;



	information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>services</i> or <i>Affected Property</i> or any portion thereof, in the course of providing the <i>services</i> or at the end of the service period requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z13.5.	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
4.	<i>Employer's Step-in rights</i>
Z14.1.	If the <i>Contractor</i> defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [●] weeks of the notification of the default by the <i>Service Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) 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 <i>Contractor</i> shall be borne by the <i>Contractor</i> .
Z14.2.	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
5.	Liens and Encumbrances
Z15.1.	The <i>Contractor</i> keeps the Equipment used to provide the <i>service</i> free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
6.	Intellectual Property
Z15.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of



	the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
Z15.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>service</i> .
Z15.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>service</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the <i>service</i> or <i>the Affected Property</i> .
Z15.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP.
Z15.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z15.5.1	the <i>Contractor's</i> <i>service</i> ;
Z15.5.2	the use of the <i>Contractor's</i> Equipment, or
Z15.5.3	the proper use of the <i>Affected Property</i> on which the service is provided.
Z15.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z17.	Dispute resolution: The following amendments are made to Option W1:
Z16.1	Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".
Z16.2	The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:
Z16.2.1	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
Z16.2.2	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
Z17	Day:
Z17.1	Any reference to a day in terms of this contract shall be construed as a calendar day.



Z18	Safety
Z18.1	The <i>Employer</i> , <i>Service Manager</i> or any of his nominated representatives may stop any unsafe <i>service</i> . The <i>Contractor</i> does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the <i>service</i> is not a compensation event.
Z18.2	Z17. Day As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (OHS Act) as amended the Contractor agrees to the following:
Z18.2.1	As part of the contract the <i>Contractor</i> acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
Z18.2.2	The <i>Contractor</i> furthermore agrees to comply with the requirements set forth by the <i>Service Manager</i> and agree to liaise with the <i>Employer</i> should the <i>Contractor</i> , for whatever reason, be unable to perform in terms of the clause Z18.
Z18.3	The <i>Contractor</i> acknowledges that it is an <i>Employer</i> in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

Part C1.2b Contract Data

Part two – Data provided by the Contractor

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No: Email Address:	
	Represented by (Full Name): Title: Address: Telephone No: Email Address:	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule

Name:

Role: **Project Manager**

Responsibility:

Qualifications:

Experience:

Name:

Role: **Technician/Engineer**

Responsibility:

Qualifications:

Experience:

Name:

Role: **Health and Safety Officer**

Responsibility:

Qualifications:

Experience:

Name:

Role:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	Legislated Annexes update Existing Services Access to Site Delay in supply of material and/or equipment Progress of the works against the program Travelling public and ACSA stakeholders Wild animals (eg. Bees, snakes, etc.) strike
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C1.3c Forms of Securities

PRO FORMAS FOR BONDS & GUARANTEES

For use with the NEC3 Term Service Contract (April 2014)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The successful bidder is required to provide a bank guarantee of R15 million within 60 days of acceptance of the award. Should this requirement not met within the set timeline, the award will be terminated/cancelled. Bidders are advised to initiate the process to ensure that the bidder meets the timeline of providing the bank guarantee.

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)

[Insert Employer’s name and registered address]

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	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
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	the sum of R[●], ([●] Rand)
1.8	“Service” means	[●]

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.
1. 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. Our liability shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
6. 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.
7. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 6 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 laws 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.



AIRPORTS COMPANY
SOUTH AFRICA

8. 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

Part C1: Agreements and Contract Data

C1.4: 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 Organisation: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Airports Company South Africa 24 Johnson Road, Riverwoods Office Park, Senderwood, Bedfordview.

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

SUPPLY, INSTALLATION, COMMISSIONING, HANDOVER AND MAINTENANCE OF NEW DETECTION EQUIPMENT AND DE-COMMISSIONING OF EXISTING DETECTION EQUIPMENT FOR A PERIOD OF 5 YEARS (60 MONTHS) AT AIRPORTS COMPANY SOUTH AFRICA OWNED AND OPERATED AIRPORTS

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the 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 or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

Witnesses:

1. _____
2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____
4. _____

C1.5: ACSA Insurance Schedule

The insurance clauses that are applicable for the project are as follows:

INSURANCE CLAUSES FOR CAPEX PROJECTS

Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the LANDSIDE:

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points; and •
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess);

Public Liability

In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;

Please Note:

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

ACSA MAINTENANCE CONTRACT INSURANCE CLAUSE.

Insurance Affected by the Contractor.

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

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

- (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) be affected with Insurers and on terms approved by the Employer.
 - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

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

Part C2: Pricing Data

C2.1. Pricing Assumptions: Option A

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
- 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.
- 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.
- All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No

work for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager.

- No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
- The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

General Instructions

- Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
- Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- A detailed breakdown of costs to be attached.
- All rates quoted as part of this bid will apply to Task Orders as/when required (additional work outside scheduled maintenance).
- Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly)
- Bidder's Offers that contain correctional fluid will be disqualified
- The use of correctional fluid is strictly prohibited and All corrections to be countersigned
- The Bid offer must be inclusive of VAT.
- The VAT portion must be indicated separately.
- Payment for this contract will be against proven cost.
- Annual Increases will be negotiated with CPI (averaged) being the maximum granted.
- CPI value in the price list is used for estimation purposes the applicable CPI will be the CPI at the anniversary date of the contract.

3rd Party Procured Items and Services:

- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.
- ACSA shall provide the storeroom where the materials will be stored.
- The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- All material supplied must be SABS approved.

Quarterly and Annual Maintenance price

- Must include all costs applicable to carry out the service viz. labour, consumables, travel, accommodation

Task Order Pricing

- Task Order price to include the first two hours, which includes travelling, accommodation (where applicable), labour & repairs.
- The cost on Task Order will be claimed on proven Task Order and associated costs.

- Where the repairs exceed two (2) hours the hourly rate quoted in the Labour Rate schedule will apply.
- Where the yearly Task Orders as been exhausted, the hourly rate and travelling rate will apply as quoted in the table below and PRICING SCHEDULE respectively.

Critical Spares Holding

- Claim on the usage of Critical Spares Holding will be based on prior ACSA approval and proven cost approved by ACSA representative. Where the critical spares has been exhausted or spare is required, the 3rd party item/services mark-up rates on table below shall apply.
- Pricing for the Spares shall include delivery cost and custom clearance.

Contract Rates:

Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above

CPI on the Contract Rates

Contract rates will be increased/decreased according to CPI.

Technical Standards and Manual:

The work will be done are based on TSA and ECAC standards. Quality of the work done on site will be based on these technical standards and manual.

Parking:

A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R5000.00 per occurrence.

Permits:

- Please note that before working at any site, all personnel (all members of the contractor team, both from the main contractor and sub-contractors) will be required to be in possession of an ACSA permit.
- The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour / time spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.
- Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.
- The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

- All employees will be checked for criminal records and no permit will be granted to those with criminal records. Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.
- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment. No mark-up to be levied on Permit costs. Cost for lost permits and new employees will not be reimbursed by ACSA. Refer to the Attached Permit Fees for the different airport sites.

Abbreviations

ORTIA	O.R. Tambo International Airport.
CTIA	Cape Town International Airport.
KSIA	King Shaka International Airport.
PEIA	Port Elizabeth International Airport
ELS	East London Airport.
GRJ	George Airport
BFN	Bloemfontein Airport.
KIM	Kimberley Airport
UPT	Upington Airport.

C2.2 Price List

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT
SCHEDULE A: CONTRACTOR'S ESTABLISHMENT					
1.	<i>Contractor's Obligations</i>				
	Permits and Induction (To be paid upon submission of invoices, certificates, permits etc)				
	Site Office including establishment				
	Insurance				
	SUBTOTAL				

Note:

- The Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- Permits and Induction shall be paid at cost and shall be paid post facto. The Contractor shall provide proof of personnel that attended the Induction and received a permit.
- Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing with their criminal record.
- Bidders to note that any changes in the staff between permit renewal cycles of 2 years is for the cost of the Contractor.
- For insurance requirements as set out by ACSA, refer to Part C1.4. Over and above the ACSA Insurance requirements, the Contractor shall insure they have all other insurances they deem necessary for the nature of their business.

Please take note of the Schedule of X-Ray Machines to be purchased throughout the period of the five years of the contract. This is to assist the bidder in providing maintenance costs as not all machines will be purchased in year 1. i.e. monthly maintenance cost will be 60 months x 309 machines, maintenance costs will be incurred once the machine has been installed based on the need.

The number of machines indicated in the table below is not an indicative or guarantee that all will be bought, purchases will be made as and when required.



AIRPORTS COMPANY
SOUTH AFRICA

TYPE OF MACHINES	ORTIA	CTIA	KSIA	PEIA	ELS	GRJ	BFN	KIM	UPT
YEAR 1									
Cabin Baggage and Parcel Inspection X-Ray Machines	13	5	3						
Goods and Delivery X-Ray Machines	1	1	1						
Explosive Trace Detection X-Ray Machines	3	1		1					
YEAR 2									
Cabin Baggage and Parcel Inspection X-Ray Machines	15	12	10	3	3	3	3	3	3
Goods and Delivery X-Ray Machines	1	1	1						
YEAR 3									
Cabin Baggage and Parcel Inspection X-Ray Machines	27	21	8						
Goods and Delivery X-Ray Machines									3
Explosive Trace Detection X-Ray Machines		1	1	1	1	1	1	1	1
YEAR 4									
Cabin Baggage and Parcel Inspection X-Ray Machines	10			2					
Goods and Delivery X-Ray Machines	1							1	1
Arch Way Metal Detectors	58						4	4	
YEAR 5									
Arch Way Metal Detectors		24	26	5	4	4			3



AIRPORTS COMPANY
SOUTH AFRICA

ITEM	DESCRIPTION	QUANTITY	UNIT RATE	TOTAL AMOUNT
SCHEDULE B: CABIN BAGGAGE AND PARCEL INSPECTION X-RAY MACHINES				
1.	Supply of X-Ray Machine	144		
2	Installation of X-Ray Machine	144		
3	Disposal and Decommissioning costs	144		
4	Staff Training			
5.1	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to O.R. Tambo International Airport.	65		
5.2	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Cape Town International Airport.	38		
5.3	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to King Shaka International Airport.	21		
5.4	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Port Elizabeth Airport.	2		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to East London Airport.	1		
5.6	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to George Airport	1		
5.7	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Bloemfontein Airport.	1		



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5.8	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Kimberley Airport	1		
5.9	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Upington Airport.	1		
	<i>SUB-TOTAL (Excluding VAT)</i>			



AIRPORTS COMPANY
SOUTH AFRICA

ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT
SCHEDULE C: GOODS AND DELIVERY X-RAY MACHINES				
1.	Supply of X-Ray Machine	13		
2	Installation of X-Ray Machine	13		
3	Disposal and Decommissioning costs	13		
4	Staff Training			
5.1	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to O.R. Tambo International Airport.	4		
5.2	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Cape Town International Airport.	2		
5.3	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to King Shaka International Airport.	2		
5.4	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Kimberley Airport	1		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Upington Airport.	4		
	SUB-TOTAL (Excluding VAT)			



AIRPORTS COMPANY
SOUTH AFRICA

ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT
SCHEDULE D: ARCH WAY METAL DETECTORS				
1.	Supply of X-Ray Machine	139		
2	Installation of X-Ray Machine	139		
3	Disposal and Decommissioning costs	139		
4	Staff Training			
5.1	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to O.R. Tambo International Airport.	58		
5.2	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Cape Town International Airport.	24		
5.3	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to King Shaka International Airport.	26		
5.4	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Port Elizabeth Airport.	5		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to East London Airport.	4		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to George Airport	4		
5.6	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Bloemfontein Airport.	4		



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5.7	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Kimberley Airport	4		
5.8	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Upington Airport.	3		
	<i>SUB-TOTAL (Excluding VAT)</i>			



AIRPORTS COMPANY
SOUTH AFRICA

ITEM	DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT
SCHEDULE E: EXPLOSIVE TRACE DETECTION X-RAY MACHINES				
1.	Supply of X-Ray Machine	13		
2	Installation of X-Ray Machine	13		
3	Disposal and Decommissioning costs			
4	Staff Training			
5.1	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to O.R. Tambo International Airport.	3		
5.2	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Cape Town International Airport.	2		
5.3	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to King Shaka International Airport.	1		
5.4	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Port Elizabeth Airport.	2		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to East London Airport.	1		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to George Airport	1		
5.6	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Bloemfontein Airport.	1		



AIRPORTS COMPANY
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5.7	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Kimberley Airport	1		
5.8	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Upington Airport.	1		
	<i>SUB-TOTAL (Excluding VAT)</i>			



AIRPORTS COMPANY
SOUTH AFRICA

ITEM	DESCRIPTION	QUANTITY	UNIT RATE	TOTAL AMOUNT
SCHEDULE F: MANUAL TRAY RETURN SYSTEM (MTRS)				
1.	Supply of X-Ray Machine	144		
2	Installation of X-Ray Machine	144		
3	Disposal and Decommissioning costs	144		
4	Staff Training			
5.1	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to O.R. Tambo International Airport.	65		
5.2	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Cape Town International Airport.	38		
5.3	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to King Shaka International Airport.	21		
5.4	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Port Elizabeth Airport.	2		
5.5	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to East London Airport.	1		
5.6	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to George Airport	1		
5.7	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Bloemfontein Airport.	1		



AIRPORTS COMPANY
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5.8	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Kimberley Airport	1		
5.9	Transportation, Delivery, Test and Commission of In-gauge X-Ray Machine to Upington Airport.	1		
	<i>SUB-TOTAL (Excluding VAT)</i>			



The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with the requirements of this contract. Also refer to Scope of Work for activities that need to be priced. Only items listed in this Activity Schedule may be billed. Bidder to provide a detailed spares list including holding inventory for equipment supplied in accordance to the maintenance program.

Bidders are required to provide an indicative price for the maintenance costs for each X-Ray Machine per unit, using the purchasing schedule for the different types of machines. Please take note of the Schedule of X-Ray Machines to be purchased throughout the period of the five years of the contract. This is to assist the bidder in providing maintenance costs as not all machines will be purchased in year 1. i.e. monthly maintenance cost will be 60 months x 309 machines, maintenance costs will be incurred once the machine has been installed based on the need.

The number of machines indicated in the table below is not a an indicative or guarantee that all will be bought, purchases will be made as an when required.

TYPE OF MACHINES	ORTIA	CTIA	KSIA	PEIA	ELS	GRJ	BFN	KIM	UPT
YEAR 1									
Cabin Baggage and Parcel Inspection X-Ray Machines	13	5	3						
Goods and Delivery X-Ray Machines	1	1	1						
Explosive Trace Detection X-Ray Machines	3	1		1					
YEAR 2									
Cabin Baggage and Parcel Inspection X-Ray Machines	15	12	10	3	3	3	3	3	3
Goods and Delivery X-Ray Machines	1	1	1						
YEAR 3									
Cabin Baggage and Parcel Inspection X-Ray Machines	27	21	8						
Goods and Delivery X-Ray Machines									3
Explosive Trace Detection X-Ray Machines		1	1	1	1	1	1	1	1
YEAR 4									
Cabin Baggage and Parcel Inspection X-Ray Machines	10			2					
Goods and Delivery X-Ray Machines	1							1	1
Arch Way Metal Detectors	58						4	4	
YEAR 5									
Arch Way Metal Detectors		24	26	5	4	4			3



AIRPORTS COMPANY
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Activity Schedule: Cabin Baggage and Parcel Inspection

Activities	Cost Indication Per Annum						
	Unit	Unit Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.1 Quarterly Service	Quarterly						
1.2 Additional Preventative Maintenance	Monthly						
1.2.1. Yearly Service (Including registration of radiation equipment)	Yearly						
1.2.2. Monthly Service	Monthly						
1.2.3. Software Upgrades etc.							
1.3 Spares & Material for Breakdowns							
1.4 Breakdowns or Call outs							
1.5 Onsite system support							
1.6 Remote system support							
Other 1							
Total							

Warranty and Guarantee

Formally written assurance and issued for all units by the bidder and OEM providing assurance that installation work shall repair and/or replace any unit specified within a specified period.

Item	Definition	Please respond "Yes" or "No" and Provide cost indication where applicable				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Warranty					
2.	Associated Cost					
3.	Guarantee					
4.	Associated Cost					
Total						



AIRPORTS COMPANY
SOUTH AFRICA

Activity Schedule: Goods and Delivery X-Ray Machine

Activities	Cost Indication Per Annum						
	Unit	Unit Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.1 Quarterly Service	Quarterly						
1.2 Additional Preventative Maintenance	Monthly						
1.2.1. Yearly Service (Including registration of radiation equipment)	Yearly						
1.2.2. Monthly Service	Monthly						
1.2.3. Software Upgrades etc.							
1.3 Spares & Material for Breakdowns							
1.4 Breakdowns or Call outs							
1.5 Onsite system support							
1.6 Remote system support							
Other 1							
Total							

Warranty and Guarantee

Formally written assurance and issued for all units by the bidder and OEM providing assurance that installation work shall repair and/or replace any unit specified within a specified period.

Item	Definition	Please respond "Yes" or "No" and Provide cost indication where applicable				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Warranty					
2.	Associated Cost					
3.	Guarantee					
4.	Associated Cost					
Total						



AIRPORTS COMPANY
SOUTH AFRICA

Activity Schedule: Roller Bed Modules and Tray Return Systems

Activities	Cost Indication Per Annum						
	Unit	Unit Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.1 Quarterly Service	Quarterly						
1.2 Additional Preventative Maintenance	Monthly						
1.2.1. Yearly Service (Including registration of radiation equipment)	Yearly						
1.2.2. Monthly Service	Monthly						
1.2.3. Software Upgrades etc.							
1.3 Spares & Material for Breakdowns							
1.4 Breakdowns or Call outs							
1.5 Onsite system support							
1.6 Remote system support							
Other 1							
Total							

Warranty and Guarantee

Formally written assurance and issued for all units by the bidder and OEM providing assurance that installation work shall repair and/or replace any unit specified within a specified period.

Item	Definition	Please respond "Yes" or "No" and Provide cost indication where applicable				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Warranty					
2.	Associated Cost					
3.	Guarantee					
4.	Associated Cost					
Total						



AIRPORTS COMPANY
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Activity Schedule: Goods and Delivery Explosive Trace Detection Machine

Activities	Cost Indication Per Annum						
	Unit	Unit Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.1 Quarterly Service	Quarterly						
1.2 Additional Preventative Maintenance	Monthly						
1.2.1. Yearly Service (Including registration of radiation equipment)	Yearly						
1.2.2. Monthly Service	Monthly						
1.2.3. Software Upgrades etc.							
1.3 Spares & Material for Breakdowns							
1.4 Breakdowns or Call outs							
1.5 Onsite system support							
1.6 Remote system support							
Other 1							
Total							

Warranty and Guarantee

Formally written assurance and issued for all units by the bidder and OEM providing assurance that installation work shall repair and/or replace any unit specified within a specified period.

Item	Definition	Please respond "Yes" or "No" and Provide cost indication where applicable				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Warranty					
2.	Associated Cost					
3.	Guarantee					
4.	Associated Cost					
Total						



AIRPORTS COMPANY
SOUTH AFRICA

Activity Schedule: Arch Way Metal Detectors

Activities	Cost Indication Per Annum						
	Unit	Unit Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.1 Quarterly Service	Quarterly						
1.2 Additional Preventative Maintenance	Monthly						
1.2.1. Yearly Service (Including registration of radiation equipment)	Yearly						
1.2.2. Monthly Service	Monthly						
1.2.3. Software Upgrades etc.							
1.3 Spares & Material for Breakdowns							
1.4 Breakdowns or Call outs							
1.5 Onsite system support							
1.6 Remote system support							
Other 1							
Total							

Warranty and Guarantee

Formally written assurance and issued for all units by the bidder and OEM providing assurance that installation work shall repair and/or replace any unit specified within a specified period.

Item	Definition	Please respond "Yes" or "No" and Provide cost indication where applicable				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Warranty					
2.	Associated Cost					
3.	Guarantee					
4.	Associated Cost					
Total						

C3.1: Employer's Works Information

1 Description of the *service*

1.1 Executive overview

In brief, the Contractor will be responsible for the Supply, delivery, testing, commissioning, installation, training, and maintenance of detection equipment shall be designed for use at airports. The equipment shall be proven for use within the aviation industry and shall comply with the following minimum performance specifications. Failure to comply with any of the material performance specifications will render the equipment non-compliant. The equipment shall be suitable for climatic conditions at each site and shall be delivered and installed at ACSA operated airports in South Africa.

1.2 Employer's requirements for the service

The scope of work entails the appointment of a suitable contractor for the:

- Supply, Installation, Integration, Commissioning, training and Handover of Detection Equipment.
- Maintenance and Support of Detection Equipment (Yearly and Quarterly Preventive Maintenance to be conducted, Corrective maintenance to be conducted as per Task Orders and Supply of original spares from OEM and other accredited parties); and,
- De-commissioning and disposal of existing equipment.

1.2.1. Quality Assurance, Warranty & Technical Support

The different pieces of equipment and modules contained in the proposal must be state of the art high quality products, field proven, tested and manufactured by an internationally renowned manufacturer, which has been in the business of design, manufacturing, and supply of similar products for not less than 5 years.

ACSA is requesting a minimum of five (5) year parts and labour warranty on the equipment. This applies to every component of the equipment. During the warranty period, the selected vendor shall replace or repair the faulty part at no cost to the ACSA. The Bidder is required to build the warranties and/or extended warranties into the price of the unit as the contract is for 5 years.

Furthermore, the vendor will be expected to guarantee the availability of spare parts and technical support for the equipment for at least five (5) years from the date of the sale of the equipment.

The successful bidder/s will be expected to provide a single point of contact for ACSA on all matters related to warranty and after sales support (preferably the Bidder's Project Manager).

Bidders are invited to offer extended warranty provisions as part of their proposal. Bidders should mention in their proposals how the after sales support and warranty/non-warranty repairs service will be provided.

OEM to take full responsibility of all warranties and parts. Work shall be performed according to correct engineering practices, standards and OEM recommendations.

Workmanship shall be of a good quality

Contractor response time, time to repair, equipment MTBF and MTR will be measure on monthly basis

The Service Provider will be required to use the ACSA Computerised Maintenance Management System (CMMS);

The service provider will be required to provide input to the CMMS system

The Service Provider to further liaise and provide feedback to the IMC and/ or Contract Manager with regards to call logs and close outs

The service provider shall provide component and/or system assurance for obsolete or compatibility upgrade from OEM at no risk to ACSA

1.2.2. Inspection

Inspection and laboratory testing of goods might be applicable and if the case, the successful bidder/s will be advised accordingly. The inspection will be arranged and paid for by ACSA. The supplier shall communicate the place of inspection. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

1.2.3. Training

In order to ensure operators and technical personnel become familiar with the proposed equipment, the bidder will include as part of the offer a document and **computer-based training module**.

ACSA will be granted rights to edit and re-format the content of the module to suit the training needs of our organization inclusive of transfer to our integrated E learning platform for unrestricted use by our staff.

A recognized detection equipment computer-based training software pack and license will be included in the package of each detection equipment procured. This software will allow simulating the image display and functions, allowing operators training in each duty station where the machines will be installed.

In addition, the successful bidder will include an onsite intensive training course which will be hosted by ACSA at all ACSA Airports, the duration of which will be proposed by the bidder based on the size and deployment of the Airport. This course will provide a solid foundation for new recruits to complement on-the-job and computer-based training. The finalized training schedule will be arranged, in consultation between the selected vendor and ACSA, prior commissioning and installation of the first batch of equipment.

The training should also include a module for trouble shooting equipment problems that can be rectified on site by ACSA staff.



After this initial training, and during the first contractual year, ACSA will arrange additional training in its regions of operation as proposed by the bidder based on the size and deployment per airport. Bidder will include in their offer a qualified trainer for the duration of these events hosted by ACSA.

Any further training requirements in subsequent years may be proposed by the bidder with the associated costing, not to be included in the pricing of this RFP.

1.2.4. Service Level Table

The following service levels are the minimum service levels acceptable to ACSA operated airport, Contractor must at all times comply with and be able to match or better the service levels.

Operational hours

Normal airport operational hours shall be from 04:00 to 23:59 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 for scheduled work not to interfere with airport operations.

a. Overall System Performance:

The contractor shall maintain an overall system availability of 99,5% (X-Ray Machines and AMD) for each month. The total installed system (to calculate Availability) will be determined by the number of all X-Ray Machines and AMDs.

Availability = Total Downtime (hrs) of all X-Ray Machines and AMDs / Available hours (24hrs x days in month x total number of installed X-Ray Machines and AMDs)

Downtime will be recorded when one or more X-Ray Machines and AMD is out of operation.

b. Response Times:

95% of all breakdowns shall be responded to within 24 hours. Response time shall be measured as the time taken from reporting the call, to the time the technician arriving at the relevant piece of equipment. Each airport respective response times and closure times are as follows:

Airport	Response time required	Closure duration
International Airports OR Tambo International	30 minutes (normal hours) 45 minutes (after hours)	60 minutes (normal hours) 90 minutes (after hours)
Cape Town International	30 minutes (normal hours) 45 minutes (after hours)	120 minutes (normal hours) 180 minutes (after hours)
King Shaka International	30 minutes (normal hours) 45 minutes (after hours)	120 minutes (normal hours) 180 minutes (after hours)



Regional Airports		
Port Elizabeth International airport	24 hours	2 hours
Upington International airport	24 hours	2 hours
Bram Fischer International airport	24 hours	2 hours
East London airport	24 hours	2 hours
George airport	24 hours	2 hours
Kimberly airport	24 hours	2 hours

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

c. Closure Duration:

Closure duration is defined as the time elapsed since the maintenance call was logged at the helpdesk to the time the contractor reports to the helpdesk that the problem has been resolved.

95% of all breakdowns will be restored to good working condition as stipulated on the above table (closure durations), unless a special agreement exists with the Employer's Contract Manager or his designated representative.

In the event of X-Ray Machines and AMD being unavailable, it will be the sole responsibility of the Contractor to advise the ACSA helpdesk and the Employer's Contract Manager or his designated representative immediately.

d. Service Provider Evaluations:

Type of Evaluation	Requirements
Safety and Housekeeping	Safety warning sign in place Isolation/ cordoning off / Barricading off areas Apology signs in place when working in the public area
Security	ID card always clearly visible Clear sign of the name of company Low workers turn over
Type of Evaluation	Requirements
Reliability	No repeat incident on equipment Keep agreed spares available Regular inspection of area of work Competence of staff
Submission of quotes and invoices	Quotes submitted within specific timeframe



Type of Evaluation	Requirements
	Invoices submitted to finance department on time and with correct order numbers
Uniforms	To be properly dressed in overalls with company name on the back for identification Proper PPE to be worn at all times
Quality of Workmanship	Work to be done according to correct engineering practices, standards and OEM recommendations. Workmanship to be of a good quality
Submission of Safety Documents	Adhering to OHS Act

e. Data Analysis and Reporting (DAR):

Quarterly feedback report to be compiled and submitted to ACSA electrical maintenance department stipulating per area cost breakdown, findings and recommendations. This report should state number of failures, availability and reliability of the particular equipment. Provide monthly TIP reports (Applicable to International Airports)

If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA electrical maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back on-line.

A technical investigation report of any incident must be submitted within 24 hours to ACSA's Infrastructure Asset Management Division (IAM): Electrical Maintenance Department.

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

f. Defect Free Period:

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

g. Benchmarking:

Corrective or breakdown maintenance, defect free period will be no less than 90 days.

Preventative maintenance, defect free period will be no less than the interval between preventative maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.

Project maintenance, the defect free period will be no less than 3 months

h. Low service damages:

Failure to meet the stipulated service levels

Service Level	Service level failure	Damage
Response time	Consistent non-compliance to contracted response times on more than three occasions within a 30-day period or three occasions within a year	10% of monthly/equivalent monthly service fee for each non-compliance after the third offence until the specific service level is achieved.
Closure duration	Consistent non-compliance to contracted closure times on more than three occasions within a 30-day period or three occasions within a year	10% of monthly/equivalent monthly service fee for each non-compliance after the third offence until the specific service level is achieved.
Defect free period	Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor.	Where the contractor fails to correct the defect within 48 hours ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts
Safety and house keeping	Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Incomplete Works	Leaving a breakdown unattended or incomplete for another day or shift	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)

i. Notification of damages:

The employer's representative will notify the contractor in writing of any damages

Any claims directed at ACSA as a result of the equipment being unavailable will be for the account of the Contractor

Furthermore, ACSA will hold the Contractor liable for any costs incurred as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance

j. Location of the Works:

The Works is located at various Airports Company South Africa operated airports within the restricted and access controlled areas. It is crucial for the Contractor to note that some ACSA Airports are National Key Point and governed as such.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
TSA	Transport Security Administration
ECAC	European Civil Aviation Conference
OEM	Original Equipment Manufacture
OHS Act	Occupational Health and Safety Act.
ORTIA	O.R. Tambo International Airport
CTIA	Cape Town International Airport
KSIA	King Shaka International Airport
PEIA	Port Elizabeth International Airport
ELS	East London Airport
GRJ	George Airport
BFN	Bram Fischer International Airport
KIM	Kimberley Airport
UPT	Upington International Airport
FAA	Federal Aviation Administration
ICAO	International Civil Aviation Organisation
SACAA	South African Civil Aviation Authority
AC	Advisory circular
CAT	Category
MTBF	Mean time before failure
TIP	Threat Image Projection
UPS	Uninterruptible Power Supply



AIRPORTS COMPANY
SOUTH AFRICA

1.4 Specification of X-Ray Machines

DUAL VIEW EQUIPMENT - IN GAUGE EQUIPMENT (CABIN BAGGAGE INSPECTION)		
	General Description	Minimum Requirement
Physical	Type	Specify
	Model	Specify
	Manufacturer	Specify
	Country of origin	Specify
	Dimensions: Length Height & Width	H - 1400, W - 880, L - 2600
	Tunnel size (mm)	Minimum: W - 600, H - 400 Maximum: W - 650, H - 460
	Conveyor speed	Forward and Reverse / Atleast minimum of 20 cm/s or faster
	Conveyor belt demarcation	Specify
	Input conveyor height	Minimum of not less that 70 cm from ground
	Maximum inspection object (mm)	H - 1400, W - 880, L - 2600
	Maximum Conveyor Belt Load	>100 kg evenly distributed
	System power	220V AC ± 10%, single phase, 50Hz
	Side Protection Panels	Rigid and Solid
X-Ray Two Generator and Image performance	Material Separation	specify
	Steel Penetration	> 35 mm
	Guaranteed Detection Capability	Zero False Image Detection
	Beam Direction	Each Beam Layout Vertical or Upward / Horizontal or Side ways / Diagonal
	Cooling	Sealed oil bath with forced air
	Duty Cycle	100 % Automatic Start-up
	Generator imaging type	Dual Generator Imaging
	Storage Temperature	0°C - 40°C
Operating Environment	Operating temperature	-20°C - 60°C



	Relative humidity	Up to 95% Non-Condensing
	Design Lifespan	Minimum of 7 years
	Average 'uptime'	99,5% under realistic operating conditions
Health and Safety	Design Lifespan	Minimum of 7 years
	Compliance to legislation	TSA ECAC National Department of Health of South Africa
	Maximum leakage radiation	Less than 0.1 mR/hr
	Storage format	Yes / No -Specify
	Export of Images	Yes / No -Specify
Computer	Processor and OS	Windows OS
	Self-diagnostic software	Manual / Automatic capabilities
	Memory (RAM)	> 4GB
	Memory (HDD Storage capacity)	> 1 TB
	Features	CD-Rom Drive, USB port, UPS Matrix server and Networking High Resolution-HD
Imaging	Storage format	Specify
	Export of Images Capabilities	Yes / No -Specify
	Import of Images	Yes / No -Specify
	Export of Images	Yes / No -Specify
	Screener Performance Detection report	Yes / No -Specify
	Screener detection performance report	Yes / No -Specify
Operator Assist (OA)	Automatic Threat Detection of Explosives, Flammables, Prohibited, and other	Yes / No -Specify



GOODS/CARGO AND PALLETS DUAL VIEW X RAY MACHINE AND DELIVERY INSPECTION		
	General Description	Minimum Requirement
Physical	Type	Specify
	Model	Specify
	Manufacturer	Specify
	Country of origin	Specify
	Material Construction	Anti-corrosive Steel with standard colours
	Dimensions: Length, Height & Width	L - 7000, H - 2200, W - 3000
	Tunnel size	Minimum: W - 1500, H - 1500 Maximum: W - 1700, H - 1700
	Conveyor speed	< 0,25 m/s
	Maximum Conveyor Belt Load	> 3000 kg
	Conveyor belt demarcation	Specify
	Input conveyor height	Specify
	Maximum inspection object: Length, Height, Width	Specify
	System power	230V AC \pm 10%, single phase, 50Hz UPS to have > 30 minutes backup time
	Side Protection Panels	Solid and rigid
X-Ray Generator and Image performance	Material Separation	Specify
	Steel Penetration	> 35 mm
	Guaranteed Detection Capability	Zero False Image Detection
	Beam Direction	Each Beam Layout Vertical or Upward / Horizontal or Side ways / Diagonal
	Cooling	Sealed oil bath with forced air
	Generator imaging type	Dual Generator Imaging
	Duty Cycle	100 % Automatic Start-up



Image Generating System	Image presentation	BW and Colour
	Monitor Type & Size	Monitor, High Resolution HD
	Features	Continuous Zoom up to 64x, Contrast Adjustment, Organic/Inorganic Discrimination
Computer	Processor and OS	Windows OS
	Self-diagnostic software	Manual / Automatic capabilities
	Memory (RAM)	> 4GB
	Memory (HDD Storage capacity)	> 1 TB
	Features	CD-Rom Drive, USB port, UPS Matrix server and Networking High Resolution-HD
Operating Environment	Storage Temperature	0°C - 40°C
	Operating temperature	-20°C - 60°C
	Relative humidity	Up to 95% Non-Condensing
	Design Lifespan	Minimum of 7 years
	Average 'uptime'	99,5% under realistic operating conditions
Health and Safety, Legal Compliance	Compliance to legislation	TSA ECAC National Department of Health of South Africa
	Protection Class	IP 20 (system) and IP 43 (control panel)
	Maximum leakage radiation	Less than 0.1 mR/hr
	Features	Alarm management, Emergency stop buttons, safety interlocks, Film Safe
Imaging	Storage format	Specify
	Export of Images Capabilities	Yes / No -Specify
	Import of Images	Yes / No -Specify
	Export of Images	Yes / No -Specify



	Screeener Performance Detection report	Yes / No -Specify
Operator Assist (OA)	Automatic Threat Detection for the following: Explosives, Prohibited, Other	Yes / No -Specify



HIGH PERFORMANCE WALK-THROUGH METAL DETECTOR	
General Description	Minimum Requirement
Critical Features	<p>Elliptic column shape or traditional panel versions available.</p> <p>Dynamic threat object detection range from guns to ½ cutter blade</p> <p>Discrimination of personal effects with a very low nuisance alarm rate.</p> <p>60 or more zones with left and right indication</p> <p>Met-identity technology identifies the metal type in real time.</p> <p>High precision bidirectional counter with automatic.</p> <p>Rescreening compensation</p> <p>SweepScan4D to allow a uniform inspection field and reduce nuisance alarms.</p> <p>Chip Card capability for fast, simple, and safe programming.</p> <p>Random alarm capability programmable from 0% to 99%.</p> <p>Advanced resistance to electromagnetic interferences.</p> <p>One touch automatic self-installation.</p> <p>Only low voltage DC power within the gate structure.</p> <p>Standard interfaces: Serial Interface, Bluetooth, infrared</p> <p>Interface availability</p>
Quality	Continuous self-diagnostic system
	Proven reliability
	No calibrations required
	No scheduled maintenance
Walk-through gate structure	Fully digital design
	State-of-the-art, compact washable panels and elliptical columns
Central control unit	Protected against aging, weather and wear
	Ergonomic and robust design
	High Visibility alphanumeric display and programming keyboard.
	Made of advanced plastics (IP20 protection degree) or stainless steel (AISI 304 IP67 protection degree) and antivandalic construction.
	Access to the front panel Protected by hardware key and a level of passwords
Alarm signalling (Password protected functionality)	Visible Multi Signals 4light bars with software reversible direction and pacing indication.
	Green and red metering Signals proportional to the mass of the object detected.
	ADJUSTABLE AUDIBALE High acoustic intensity alarm signal
	SIGNALS 10 continuous and pulsed tone plus 34 special tones
	10 sound intensities ranging from 0 to 90 dbA at 1m.
Type of signalling	Visual: fixed or proportionate to the mass in transit-visible from 6m under lighting of 4000lux.
	VISUAL WITH ZONAL Horizontal indication, via 3 distinct zones (left, centre, right).
	SUBDIVISIONS for every height: total of 60 distinct zones (20 vertical zones X 3 horizontal zones).
	Indicate any Internationsl SECURITY LEVEL Standard machine conforms with
	Control Unit, display and keyboard.



	Programming and chip card access protected by {user and super} password.
Operational features and installation data	Very high discrimination and transit flow rate, indicate machine through put.
	Quick reset time, programmable in milli seconds.
	Very high detection speed {up to 15m/s}.
	Build-in operational and technical functional verification.
	One-touch key reading of inbound, outbound and Security Level Data.
	Automatic synchronization between two or more metal detectors with distance of down to 15cm without the use of external cables.
	Built-in floor sensitivity adjustment function.

EXPLOSIVE TRACE DETECTION UNITS (STANDALONE)	
General Description	Minimum Requirement
Detection Capacity	The system should detect a wide range of explosives (marked and unmarked) and a wide range of narcotics. The provision should be available for future upgrades for new substances. The system should detect range of explosives (marked and unmarked) which should include RDX, PETN, TNT, Dynamite, SEMTEX, C4, HMX, Ammonium Nitrate and range of Narcotics which should include Cocaine, Heroin, Amphetamine, Methamphetamine, MDA, and THC. The provision should be available for future upgrades for new substances.
Operating Modes	Provision should be available for the operator to select the modes out of followings. Explosive & Narcotics
Detection Technology & Equipment	Should be approved by TSA or ECAC.
Sensitivity	Capable of detecting Explosives/Narcotics in the Nano gram range.
Selectivity	Minimal false detection and minimal alarm rate. Specify false alarm rate in %
Sample collection	Preferably, Surface wipe for trace particles. Please specify if method is different which has to be approved by TSA or ECAC.
Warm up time and Power	Approx. 20-30 minutes
Signal Processing	Please specify the details of Signal Processing considering below as a guideline i. Variable integration time ii. Plasma gram component iii. Recognition of multiple explosives in particulate vapour mode
Weight and Dimensions	Please specify
Calibration	Automatic Calibration is mandatory
Display	HMI touch screen should be available. The size of the display should be minimum of 10 inches or above and should be high resolution-HD.
Networking Facility	Availability of networking facility to connect the system to a standard LAN is preferred.
Printer and Reports	Facility to generate reports should be available and inbuilt printing facility is preferable. Also, provision should be available to transfer generated reports through USB connection and the report format should be in standard readable format.
Susceptibility to interference	Should be minimum. Supplier is to state if there is any limitation.
Environmental Limits	Operating temperature - 0 to + 40 C. Humidity - up to 95%, non-condensing
Operating Language	System operating language should be English.

MANUAL ROLLER BED MODULES

Rollers

40mm diameter X 1.25mm thick mild steel BZP finish, complete with semi-precision bearings and an 11mm hex. spring loaded spindle

Roller Length for (RL): 780mm

General Roller Pitch: 45mm

Length of entrance roller bed only:1000mm

Length of exit roller bed only 2800mm

Side Frame

Extruded aluminium alloy profile, satin anodised, with removable black cover extrusion made from high – tech polymer plastic. Profile 30mm x 120mm High. Snapped into the profile is to be a guide rail made from low friction plastic copolymer material, to prevent damage to the conveyed goods. The side frame comprises of the rollers and the inspection table.

Supports

Extruded aluminium profile, anodised, with integral T – groove for adjustability. The support legs are adjustable in height +/- 200mm

Specified term of reference height range: 640mm

General Support pitch: 4 supports (8 legs)

Inspection Table

304 Stainless Steel Deck bolted into conveyor framework with a 2B Satin finish. Deck height to match top of roller height for transfer of inspected goods. T-piece section to form a single seamless inspection table for transfer of goods requiring further inspection.

Length: 1400mm with T-piece length of 1200mm.

Width: To fit inside conveyor frame

Fixed End Stop

A fixed end stop to be fitted at the end of the inspection table. Endstop to be manufactured from the frame profile for continuity.

MANUAL ROLLER BED CHUTE FOR INSPECTION TRAYS

Rollers

20mm diameter X 1.25mm thick mild steel BZP finish, complete with semi-precision bearings and an 11mm hex. spring loaded spindle

Roller Length for (RL): 400mm

General Roller Pitch: 45mm

Length of roller bed only:4000mm

Side Frame

Extruded aluminium alloy profile, satin anodised, with removable black cover extrusion made from high – tech polymer plastic. Profile 30mm x 120mm High. Snapped into the profile is to be a guide rail made from low friction plastic copolymer material, to prevent damage to the conveyed goods. The side frame comprises of the rollers and the inspection table.

Supports

Extruded aluminium profile, anodised, with integral T – groove for adjustability. The support legs are adjustable in height +/- 200mm

Specified term of reference height range: 640mm

General Support pitch: 4 supports

Fixed End Stop

A fixed end stop to be fitted at the end of the inspection table. End stop to be manufactured from the frame profile for continuity.

2 Contract Management

2.1 Management meetings

The Contractor will be expected to attend meetings relating to 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.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly (date to be agreed on)	ORTIA	Employer and contractor
Overall contract progress and feedback	Quarterly (date to be agreed on)	ORTIA	<i>Employer</i> and <i>Contractor</i>

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

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

2.2 Contractor's management, supervision and key people

The contractor's personnel as per Tender submission. Contractor to submit the organogram in conjunction with the subcontractor personnel. Any change in personnel need to be approved by the Service Manager.

2.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

A provisional bond off 10% shall be secured in a form of bank guarantee or an amount or 10% of goods delivered shall be retained to ensure performance throughout the them and released on periodic when work has been completed to satisfactory.

Warranty/Guarantee

The contractor shall guarantee all material and equipment for a period of 12 months from the successful handover with all snags completed. This is with the exception of LED fittings which should be guaranteed for a period of 5 years.

The contractor shall allow for the extension of the guarantee of any equipment if any of such equipment is not guaranteed by the supplier for 12 (twelve) months after the official handover.

2.4 Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the Contractor must submit the original copies of the e-mailed documentation to the Service Manager at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's. The monthly report must have the minimum information & sections defined in Annex D - SLA Monthly Service Report Template

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to the following address:

Airports Company South Africa SOC Ltd
Private Bag X1,
OR Tambo International Airport
Kempton Park
1627

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number; **4930138393**;
- The *Employer's* VAT registration number _____;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required).

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za

2.6 Training workshops and technology transfer

In order to ensure operators and technical personnel become familiar with the proposed equipment, the bidder will include as part of the offer a document and computer-based training module.

ACSA will be granted rights to edit and re-format the content of the module to suit the training needs of our organization inclusive of transfer to our integrated E learning platform for unrestricted use by our staff.

A recognized detection equipment computer-based training software pack and license will be included in the package of each detection equipment procured. This software will allow simulating the image display and functions, allowing operators training in each duty station where the machines will be installed.

In addition, the successful bidder will include an onsite intensive training course which will be hosted by ACSA at all ACSA Airports, the duration of which will be proposed by the bidder based on the size and deployment of the Airport. This course will provide a solid foundation for new recruits to complement on-the-job and computer-based training. The finalized training schedule will be arranged, in consultation between the selected vendor and ACSA, prior commissioning and installation of the first batch of equipment.

The training should also include a module for trouble shooting equipment problems that can be rectified on site by ACSA staff.

After this initial training, and during the first contractual year, ACSA will arrange additional training in its regions of operation as proposed by the bidder based on the size and deployment per airport. Bidder will include in their offer a qualified trainer for the duration of these events hosted by ACSA.

Any further training requirements in subsequent years may be proposed by the bidder with the associated costing, not to be included in the pricing of this RFP.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements contained in this document.

The Project Manager shall be entitled to fine the Contractor an amount of R3000.00 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. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project 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 authorized 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 cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

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

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Annexure A**.

3.3 Quality assurance requirements

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 Project Manager from time to time.

The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

4 Procurement

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

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the

quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents) as agreed under the maintenance contract.

All applicable warranties from suppliers to be made out in favour of the Employer, not to the Contractor. The Contractor will provide (and regularly update) a schedule of the Contractor's vendor data to the Employer for use outside of this contractual agreement.

The Contractor must provide original quotations (from the third-party service providers / suppliers) for formal approval by the Service Manager prior to the procurement of these third-party items.

4.1 People

4.1.1 Minimum requirements of people employed

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan 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 Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

An allowance must be made in the tender price in this regard.

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

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

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(including lifting equipment)	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

4.1.2 BBEE and preferencing scheme

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice or a Sworn Affidavit certified by the Commissioner of Oath.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

4.2 Subcontracting

As stated in the Tender Document, Bidders are required to subcontract 30% of the contract value to **one or a combination of specified EME or QSE as follows:**

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (viii) an EME or QSE

4.3 Plant and Materials

4.3.1 Specifications

The Contractor shall use only tools and test equipment relevant to the operation, repair and maintenance of the contracted equipment. All test equipment used shall be calibrated against relevant standards to ensure accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by the Service Manager. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The Service Manager reserves the right to have access to the maintenance records of the Contractor's plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the Service Manager must be afforded the opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises.

4.3.2 Correction of defects

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift. The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

5 Working on the Affected Property

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

The *Contractor* shall be required to adhere to the Airport site entry requirements i.e. when reporting to the airport, they will have the required permits and adhere to the all applicable regulations.

5.2 People restrictions, hours of work, conduct and records

Only personnel with valid Site/Airport permits are allowed to perform duties on the Employer's premises under the mandate of this contract.

The Contractor will be required to complete a register for all the duties performed on the Airport. The Contractor shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

The Contractor must keep detailed records of all people (including subcontractors) working on the affected property.

The Contractor's conduct must be at all times of a professional nature with effective courtesy and integrity.

5.3 Site services and facilities

5.4.1. Provided by the Employer

The *Employer* will provide the contractor with access to the maintenance complex as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The *Employer* may provide space for the *Contractor* to erect a site office and/or yard in the maintenance complex, should they wish to do so.

5.4.2. Provided by the Contractor



The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

In the event of a site office/ yard, access control will be agreed between the *Service Manager* and the *Contractor* accordingly. Also, in this event, the *Contractor* must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the *Contractor's* own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

5.4.3. Control of noise, dust, water and waste

The *Contractor* shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

5.4.4. Connections to existing works

In the event that the *Contractor* wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.

5.4 Tests and inspections

Inspection and laboratory testing of goods might be applicable and if the case, the successful bidder/s will be advised accordingly. The inspection will be arranged and paid for by ACSA. The supplier shall communicate the place of inspection. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.



PART C4: SITE INFORMATION

ANNEXES to C4

Annex number	Title
Annex A	ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048
Annex B	PERMIT FEES
Annex C	
Annex D	
Annex E	
Annex F	
Annex G	
Annex H	

Annex A**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA 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 Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • 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 ACSA 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 ACSA 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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: <ol style="list-style-type: none"> 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)	<ul style="list-style-type: none"> 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 ACSA 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	ACSA 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.

Penalties

Penalties shall be imposed by ACSA 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 penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, of agree to the above conditions and acknowledge ACSA’s right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: