# C1.1 Forms of Offer and Acceptance

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

**MAINTENANCE OF FIRE WATER PUMP STATIONS, FIRE SPRINKLERS, FIRE HOSE REELS AND FIRE HYDRANTS FOR A PERIOD OF Six (6) Months**

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

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

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

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

**for the Contractor**

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

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

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

. . . . . .

. . . . . .

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

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

**for the Employer**

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

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

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

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

## Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

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

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

# C1.2 Contract Data

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

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

Secondly the Pricing data;

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

Fourthly, the additional conditions of contract under these Z clauses
Lastly any schedules, drawings and other documents included with this agreement.

## General Conditions of Contract

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

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

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

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

| Clause | Statement | Data |
|---|---|---|
| 1 | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for main Option: | |
| | | **A: Priced contract with price list** |
| | dispute resolution Option: | **W1: Dispute resolution procedure** |
| | | **X1: Price Adjustment for inflation** |
| | and secondary Options: | **X2: Changes in the law** |
| | | **X17: Low service damages** |
| | | **X18: Limitation of Liability (as amended in Option Z)** |
| | | **X19: Task Order** |
| | | **X20: Key performance indicators** |
| | | **Z: Additional conditions of contract** |
| | of the NEC3 Term Service Contract (April 2013) | |
| 10.1 | The *Employer* is: | **Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa** |
| | Address | **O. R. Tambo International Airport<br>Private Bag X1<br>3rd Floor ACSA North Wing Offices<br>OR Tambo International Airport<br>1627** |
| | Tel No. | **011 921 6911** |
| 10.1 | The *Service Manager* is: | |
| | Address | |
| | Tel No. | |
| | e-mail | |
| 11.2(2) | The *Affected Property* is | **O. R. Tambo International Airport** |



Confidential

| | | |
|---|---|---|
| 11.2(13) | The *service* is | **Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants, as more fully set out in section C3 *Service Information*.** |
| 11.2(14) | The following matters will be included in the Risk Register | **1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the *service* (or of persons providing the *service*) to all airport users**<br>**2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects**<br>**3. Work in confined spaces**<br>**4. Work with flammable and toxic gases**<br>**5 Refer to Annexure E for more risks** |
| 11.2(15) | The *Service Information* is in | **Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference** |
| 12.2 | The *law of the contract* is the law of | **the Republic of South Africa** |
| 13.1 | The *language of this contract* is | **English** |
| 13.3 | The *period for reply* is | **3 working days** |
| **2** | **The Contractor's main responsibilities** | **Detailed in Part C3 (Service Information)** |
| 21.1 | The *Contractor* submits a first plan for acceptance within | **8 weeks of the Contract Date** |
| **3** | **Time** | |
| 30.1 | The *starting date* is | **Upon signing of the contract by ACSA** |
| 30.2 | The *Service Period* is | **Six (6) months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first** |
| **4** | **Testing and Defects** | **No data is required for this section of the *conditions of contract*** |
| **5** | **Payment** | |
| 50.1 | The *assessment interval* is on the | **between the 1st and 15th day of each successive month.** |
| 51.1 | The *currency of this contract* is the | **South African Rand (ZAR)** |
| 51.2 | The period within which payments are made is | **30 days** |
| 51.4 | The *interest rate* is | **The prime lending rate of the Nedbank Bank, as determined from time to time.** |


Confidential

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


Confidential

| | | |
|---|---|---|
| | *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is: | |
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is: | **Refer to section C1.5 Insurance Schedule** |
| **9** | **Termination** | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| **10** | **Data for main Option clause** | |
| **A** | **Priced contract with price list** | |
| 20.5 | The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than | **4 weeks.** |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is | **The person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him**<br><br>**[ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za ) or its successor body]** |
| W1.2(3) | The *Adjudicator nominating body* is: | **The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za ) or its successor body** |
| W1.4(2) | The *tribunal* is: | **arbitration** |
| W1.4(5) | The *arbitration procedure* is | **The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body** |
| | The place where arbitration is to be held is | **Johannesburg, South Africa** |
| | The person or organization who will choose an arbitrator | **The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body** |



Confidential

| | | |
|---|---|---|
| **12** | **Data for secondary Option** | |
| **X1** | **Price Adjustment for inflation** | **The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date*. Price adjustment for inflation shall only take place on contract anniversary** |
| **X2** | **Changes in the law** | **No data is required for this secondary Option** |
| **X13** | **Performance bond** | |
| X13.1 | The amount of the performance bond is | **Refer to section C1.4 Forms of Sureties** |
| **X17** | **Low service damages** | **As per the Service Information (C3) – Annex G section 6** |
| X17.1 | The *service level table* is in | **The Service Information, Annex G** |
| **X18** | **Limitation of liability** | |
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to | **Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue** |
| X18.2 | For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to | **The total of the Prices** |
| X18.3 | The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to | **The total of the Prices** |
| X18.4 | The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | **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.**<br>**The excluded matters are amounts payable by the Contractor as stated in this contract for:**<br>- **Loss of or damage to the Employer's property,**<br>- **Defects liability,**<br>- **Insurance liability to the extent of the Contractor's risks**<br>- **death of or injury to a person;**<br>**infringement of an intellectual property right** |
| X18.5 | The *end of liability date* is | **52 weeks after the end of the service period.** |
| **X19** | **Task Order** | |



Confidential

| | | |
|---|---|---|
| X19.5 | The *Contractor* submits a Task Order programme to the *Service Manager* within | **5 days of receiving the Task Order** |
| **X20** | **Key Performance Indicators** | |
| X20.2 | A report of performance against each Key Performance Indicator is provided at intervals of | **Three (3) months** |

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

**AMENDMENTS TO THE CORE CLAUSES**

**Z1** **Interpretation of the law**

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

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

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

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

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

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

**Z4.** **Termination**

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

**Z4.2** **Add the following to core clause 91.8,** The *Employer* may terminate the Contract in the event that the *Contractor* is unable to maintain an average availability of 91% for a continuous period of twenty-four (24) weeks as measured by ACSA IMCS system (R22).

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

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

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

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

**Z5.2** The *Service Manager* or the *Contracto*r 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 Mana*ger gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the *price list* or any delay to the end of the *service period*.

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

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

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

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

## AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL Z CLAUSES

**Z10 Cession, delegation and assignment**

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

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

**Z11 Joint and several liability**

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

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

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

**Z12. Ethics**

**Z12.1** The *Contractor* undertakes:

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

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

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

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

**Z13 Confidentiality**

**Z13.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or

published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

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

**Z13.3** This undertaking shall not apply to –

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

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

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

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

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

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

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

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

## Z15 Liens and Encumbrances

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

## Z16 Intellectual Property

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

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

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

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

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

**Z16.5.1** the *Contractor's service*;

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

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

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

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

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

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

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

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

**Z18** **Day:**

**Z18.1** Any reference to a day in terms of this contract shall be construed as a calendar day.

**Z19** **Safety:**

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

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

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

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

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

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

| Clause | Statement | Data |
|---|---|---|
| 10.1 | The Contractor is (Name): | |
| | Company Registration Number | |
| | Company VAT Number | |
| | Address | |
| | Telephone no. | |
| | Fax No. | |
| 11.2 | The *working areas* are | See C3 'Service Information' |
| 11.2(8) | **The direct fee percentage is:** | **……10%** |
| | **The subcontracted fee percentage is:** | **……10%** |
| 24.1 | The *Contractor's Key people* are: | **CV's to be appended to Resource Proposal (Annex F)** |
| **1** | **SITE MANAGER/SUPERVISOR** | |
| | Name: | |
| | Qualifications relevant to this contract | |
| | Experience | |
| **2** | **Fire systems Practitioner (Water based systems)** | |

| | | |
|---|---|---|
| | Name: | |
| | Qualifications relevant to this contract | |
| | Experience | |
| **3** | **Artisan (Fitter/Millwrights)** | |
| | Name: | |
| | Qualifications relevant to this contract | |
| | Experience | |
| **4** | **Assistant** | |
| | Name: | |
| | Qualifications relevant to this contract | |
| | Experience | |

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

# C1.3 Occupational Health and Safety Agreement

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and

2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

**The parties to this Agreement are:**

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

**Hereinafter referred to as "Client"**

| |
|---|
| **Name of organisation:** |
| **Physical Address:** |

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

**MANDATORY'S MAIN SCOPE OF WORK**

_____

_____

_____

_____

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

2. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

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

**THE UNDERTAKING**

The Mandatary undertakes to comply with:

**INSURANCE**

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

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

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

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

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

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

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

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

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her

employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

**FURTHER UNDERTAKING**

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

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

**ACCEPTANCE BY MANDATARY**

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

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

_____ _____

**SIGNATURE ON BEHALF OF THE CLIENT** **DATE**
**AIRPORT COMPANY SOUTH AFRICA**

# C1.4 Forms of Securities

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

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

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

Bank reference No.

Date:

Dear Sirs,

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

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

| | | |
|---|---|---|
| 1.1 | "Bank" means | [Insert name of Bank], [●] Branch, Registration No. [●] |
| 1.2 | "Bank's Address" means | [Insert physical address of Bank] |
| 1.3 | "Contract" means | the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time; |
| 1.4 | "Contractor" means | [●] a company registered in accordance with the laws of [●] under Registration No [●]. |
| 1.5 | "Employer" means | Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30 |
| 1.6 | "Expiry Date" means | the earlier of<br>• 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<br>• 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 | Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants set out in the Section C3, Works Information |

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto,

confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

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

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

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

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

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

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

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

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

8. This Guarantee:

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

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

Signed at ---------- on this ..... day of ..... 20__

For and on behalf of the Bank

Bank Signatories(s) ..... .....

| | | |
|---|---|---|
| Name(s) (printed) | | |
| Witness(s) | | |
| Bank's seal or stamp | | |

# C1.5 Insurance Schedule

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

**Part 1:**

Notes to Schedule:

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

**Part 2:**

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

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

a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the

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

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

**Insurance Affected by the Contractor.**

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

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

i. The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.
(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.
If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

**Sub-Contractors**

The Contractor shall:

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

# C2.1 Pricing assumptions: Option A

### The *conditions of contract*

## How work is priced and assessed for payment

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

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

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

## Function of the Price List

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

## Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price*

*list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

## Preparing the *price list*

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

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

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

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

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

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

## Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

# C2.2 Price List

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

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

**Part 1 - Activity Schedule**

| Item no. | Activity Description | Frequency | Quantity (per Year) | Amount (per single item) | Total (per Year) |
|---|---|---|---|---|---|
| **Preliminary and General** | | | | | |
| 1 | Airport permits and parking fees – provisional sum | Once off | 1 | R 3000.00 | R 3000.00 |
| 2 | Contract Management and administration | Monthly | 6 | | |
| 3 | Insurance (ACSA required for this contract) | Monthly | 6 | | |
| 4 | Store supervision and Monthly reports | Monthly | 6 | | |
| 5 | PPE and Cell Phone | Monthly | 6 | | |
| | | | | **Total Preliminary & General** | R |
| **Maintenance & Inspections** | | | | | |
| 6 | Fire Water Pump Station Preventative Maintenance as Per Annex I | Monthly | 6 | | |
| 7 | Fire Sprinkler System Preventative Maintenance as Per Annex I by a ASIB approved service provider | Monthly | 6 | | |
| 8 | Fire Hose Reels Preventative Maintenance as per Annex I by a ASIB approved service provider | Monthly | 6 | | |
| 9 | Fire Hydrants Preventative Maintenance as per Annex I by a ASIB approved service provider | Monthly | 6 | | |
| 10 | 6h Diesel Full load Engine test run by a ASIB approved service provider | Monthly | 6 | | |
| | | | | **Total Maintenance & Inspections** | **R** |
| | | | | | |
| Total | **Sub-total A (Total Preliminary & General + Total Maintenance & Inspections)** | | | | **R** |

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

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

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

****Low service damages will be applicable as per the Low **service damages table in this contract**

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

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

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

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

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

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

Call out rate must include all required travelling and the **first hour on site**.

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

| Item | Description | Normal hours(R/hour) | After hours (R/hou | |
|---|---|---|---|---|
| | | | Saturday | Sunday/public holiday |
| 1 | Site Supervisor | | | |
| 2 | Fire Systems Practitioner | | | |
| 3 | Artisan (Millwright or Fitter) | | | |
| 4 | Assistant | | | |
| 5 | Other specify: | | | |

**Detail requirements regarding staff**
The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and/or installation fire water pump stations, fire sprinklers, fire hose reels and fire hydrants Equipment, Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants.

Note the following minimum below:

**SITE MANAGER/TECHNICIAN**

- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- Should have working experience in the maintenance and/or installation of Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants or similar works

**TECHNICIAN /TECHNICIAN ASSISTANT**

- Properly trained and competent in category of work that he is required to perform.
- Should have working experience in the maintenance and/or installation of Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants or similar works.

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

| | | |
|---|---|---|
| Site Supervisor | • SAQA Accredited trade test (Fitter/Millwrights)<br>• Any OHS Training certificate | 3 years' experience in the maintenance of pumps and fire sprinklers, 2 years' experience in OHS and 2 years supervisory experience |
| Fire Systems Practitioner (water based systems) | ECSA registration as a water based fire systems practitioner | 3 years' experience in the commissioning and maintenance of water-based fire-fighting systems |
| Artisan(s) | • SAQA Accredited trade test (Fitter/Millwrights) | 3 years' experience in maintenance of valves, electrical and diesel engine driven pumps |
| Assistant | Mechanical N2 | 1 year experience in maintenance of mechanical systems |

**ii) CALL OUT FEE**

NOTE:

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

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

c) Call outs are not chargeable during hours technician/artisan/assistants or any applicable resource are on site.

d) Call outs are not chargeable during working hours' technician/ assistants are on site (08:00 – 17:00)

e) The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T).

f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

**Table B: Call outs + Labour**

| Description | Quantity / year | Call out fee | Total/ duration |
|---|---|---|---|
| **Call out including first one (1) hour on site and travelling fee (Weekends or Public Holidays or After hours)** | 30 | | |
| ***Total Call out Fee** | | | **R** |
| **Sub-total B (*Total Call out Fee)** | | | **R** |

**iii) SPARES and MARK -UP**

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

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

Spares:

| Description | Total (excluding VAT) |
|---|---|
| **Subtotal C- provisional sum for spares** | **R 800 000-00** |

**Mark-up (third party procured items/services)**

**Bidder to complete**

| Value of Item or Services | **Mark-up *(Contractor to fill in)* | Spares amount for budget purposes *Z* | Total mark-up values to be budgeted-<br><br>(Contractor to fill in)<br><br>= (*Z*x Y) |
|---|---|---|---|
| R0 - R2,000 | % | R2 000.00 | |
| R2,001 - R5,000 | % | R5 000.00 | |
| R5,001 - R10,000 | % | R10 000.00 | |
| R10,001 - R50,000 | % | R50 000.00 | |
| | | **Sub-total D (Third party Mark-up)**<br>(Note: Should be part of the form of offer and acceptance) | R |

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

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

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

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

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

## Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants at O.R. Tambo International for a period of Six (6) Months

| Description | Total (excluding VAT) |
|---|---|
| Sub-total A (Total Preliminary & General + Activity Schedule) | R |
| Sub-total B (*Call out fee) | R |
| Sub-total C (Spares provisional sum) | R 800 000.00 |
| Sub-total D (Third party Mark-up) | R |
| ***Grand Total E- Total maintenance cost for 6 months** | **R** |

***Grand Total E (i.e. Total maintenance cost for the duration of the contract) must be carried to the form of offer and acceptance***

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

# C3 Service Information

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The objective is to provide service of Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. The Contractor will be appointed directly by the Airports Company of South Africa.

The Contractor will provide Maintenance of Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants at O.R. Tambo International Airport for a period of Six (6) Months. The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

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

**Scope of work**

The *Contractor* will provide maintenance Services for Fire water pump stations, fire sprinklers, fire hose reels and fire hydrants infrastructure which is located on the landside and airside of OR Tambo International Airport including the Western Precinct (Aviation Park Building). The specifications and requirements in this document comprise the description of the *Service (Annex I)*.

Equipment Life Span

- The life span of the fire water pump stations, fire hose reels and fire hydrants is attached in annex>>>>

Maintenance Requirements

The below are the recommended preventive maintenance for fire water pump stations, fire sprinklers, fire hose reels and fire hydrants:

- Diesel Engines Weekly and Monthly PM's
- Diesel Engines Three-monthly (Quarterly)PM's
- Diesel Engines Annual Service PM's
- Electrical Control Panels Monthly PM's
- Pumps Weekly and Monthly PM's
- Electrical Motors Monthly PM's
- Valves Monthly PM's
- Sump Pumps Weekly and Monthly PM's
- General activities of the pump stations weekly PM's
- Fire Hose Reels Annual Service PM's
- Fire Hydrants monthly and Annual Service PM's

| |
|---|
| Fire Water Pump Station Preventative Maintenance As Per Annex K |
| Fire Hose Reels Preventative Maintenance as per Annex K |
| Fire Hydrants Preventative Maintenance as per Annex K |

Condition of the plant

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

- The list breakdowns and faults experienced and the estimated time for repair fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are listed on **Annexure H.**
- The completed PM's for the fire water pump stations can be found on request and annual service records performed on fire hose reels and fire hydrants are on attached fire equipment register, for the actual corrective work orders with tasks, the ACSA Integrated maintenance centre can be contacted to issue actual work orders

Site Information

- The fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are located O.R Tambo International Airport sites (i.e. Terminal Building; Parking Areas; Airside; Cargo; freight agents building; remote areas etc.) (refer to Annexure A for a full list of equipment).
- The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ACSA maintenance procedure for Fire Fighting Systems - D080 002M and Pumps Sets Systems – D080 022M as provided in **Annex N.**
- The preventative maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are listed on **Annex K**, for the actual work orders, ACSA Integrated maintenance centre can be contacted on 011 921 6210.
- The legislative requirements for the maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are stipulated in SANS 10287, ASIB Rules, SANS 1475-2, SANS 10105-2, SANS 1128-1, SANS 1128-2, SANS 10400-T, SANS 10400-W

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

Access to site

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

Site Restrictions

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

**Risk**

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

**Current Guarantees and warrantees to be maintained:**

- Annex W - N/A

Equipment Life Span

- The life span of the HVAC Equipment, Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants is 5 years (refer to **Annex C** for the list and life span)
- The list of equipment commissioning dates has been provided on **Annex B.**

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants:

- Quarterly maintenance
- Bi- annual maintenance
- Annual Maintenance

ACSA: O.R Tambo international Airport has since implemented daily inspections for the Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants.

Condition of the plant

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

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

Site Information

- The Fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are located at on the airside and landside at O. R. Tambo International Airport (refer to Annexure A for a full list of equipment).
- The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ACSA maintenance procedure for Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants - as provided in **Annex N.**
- The preventative maintenance previously performed on the Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be

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

Access to site

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

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.

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

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

**Current Guarantees and warrantees to be maintained:**
- Annex W - N/A

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

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

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

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

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

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity

Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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

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

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

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

**PROCUREMENT**

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

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

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

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

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

**MANAGEMENT**

**Management of the works**
**Particular / generic specifications**
All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

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

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

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

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

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

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

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

**Enterprise and Supplier Development Initiatives**

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

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

**C3.2.1 Definition of a Targeted Enterprise**

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

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

**C3.2.2 Participation of Targeted Enterprise(s)**

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

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

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

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

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

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

**ANNEXES to C3 (Service information)**

| Title | Annex number | Applicable or N/A |
|---|---|---|
| Schedule of Equipment | Annex A | Applicable |
| Site information | Annex B | Applicable |
| Risk assessment | Annex C | Applicable |
| Previous completed PMs | Annex D | Applicable |
| Root cause analysis | Annex E | Applicable |
| Estimated times for breakdowns/faults | Annex F | Applicable |
| Key Performance Indicators | Annex G | Applicable |
| OHS Act Appointment by Contractor | Annex H | Applicable |
| Minimum Maintenance Programme | Annex I | Applicable |
| Environmental Terms and Conditions | Annex J | Applicable |
| Maintenance of Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants Spares List | Annex K | Applicable |
| ACSA maintenance procedure for Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants | Annex L | Applicable |
| IMCC procedure | Annex M | Applicable |
| Internal and external factors outside the contractor's control | Annex N | Applicable |
| ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements | Annex O | Applicable |
| ACSA Inventory management procedure | Annex P | Applicable |

**ANNEX A**

## SCHEDULE OF EQUIPMENT

| **Main Fire Water Pump Station** |
|---|
| Three (3) off electric motors (Spec: 132 kw, 1485 rpm, 50 hz, 204.4 amps) |
| Three (3) off electric pumps (Spec: 175 m3/ hour, head = 90m, imp = 387, speed = 1470 rpm, Pump Type = 6" B/B, Liquid = water) – APE Horizontal Split Casing Centrifugal Pumps 6" K-Type Pump |
| three (3) off diesel pumps (Spec: 2000 GPM, head = 230, speed = 1500 rpm, liquid = water) - APE Horizontal Split Casing Centrifugal Pumps 6" K-Type Pump |
| three (3) diesel engines |
| Three (3) off diesel engine control panel |
| extraction motor driven extraction fan (Spec: 7.5 kw, speed 2910 rpm) |
| Piping reticulation |
| Flow meters |
| Sump Pumps |
| Valves/Actuators |
| Diesel Fuel Tanks |
| Flow Switches |
| Level Controls |
| Standby Generator |
| Main PLC Control Panel |
| Batteries |
| UPS |
| **Booster Pump Station - ATNS** |
| two (2) off electric motors (Spec: 75kw, 1474 rpm, 50 hz, 380 Volts, 143 Amps) |
| two (2) off electric pumps – 6" K booster pumps |
| one (1) off motor for jockey (Spec: 5.5kw, 2905 rpm, 50 hz) |
| one (1) off pump for jockey – Norma end suction pump |
| Booster pump station control panel |
| Piping reticulation |
| Flow meters |
| Valves/Actuators |
| Flow Switches |
| Level Controls |

| Fire Sprinkler Systems List of Equipment | | | | |
|---|---|---|---|---|
| **Description** | **Valve name** | **Size** | **Quantity** | **Area** |
| International Post Office | Roland | 150 | 2 | International post office |
| Equity | Roland | 150 | 2 | Landside equity Building |
| Fright 1 | Viking | 150 | 1 | Airside cargo |
| Fright 2 | Viking | 150 | 1 | Airside cargo |
| Fright 3 | Viking | 150 | 1 | Airside cargo |
| Fright 4 | Viking | 150 | 1 | Airside cargo |
| Fright 5 | Viking | 150 | 1 | Airside cargo |
| Fright 6 | Viking | 150 | 1 | Airside cargo |
| Fright 7 | Viking | 150 | 1 | Airside cargo |
| Perishable Cargo | Viking | 150 | 1 | Landside cargo |
| Agents Building | Viking | 150 | 3 | Landside cargo |
| KB 2.1 | Viking | 150 | 1 | Landside Int Basement |
| KB 2.2 | Viking | 150 | 1 | Landside Int Basement |
| KB 2.3 | Viking | 150 | 1 | Landside Int Basement |
| KB 2.4 | Viking | 150 | 1 | Landside Int Basement |
| Engine Sky Stop | Roland | 150 | 1 | Landside Engine sky-stop |
| KB 1.1 | Viking | 150 | 1 | Landside Int Basement |
| KB 1.2 | Viking | 150 | 1 | Landside Int Basement |
| KB 1.3 | Viking | 150 | 1 | Landside Int Basement |
| KB 1.4 | Viking | 150 | 1 | Landside Int Basement |
| Valve station A1 | Viking | 100 | 7 | Alpha Apron |
| Valve station A1 | Inbal Valve | 150 | 3 | Alpha Apron |
| Valve station A2 | Viking | 100 | 4 | Alpha Apron |
| Valve station A3 | Viking | 100 | 6 | Alpha Apron |
| Valve station A3 | Inbal Valve | 150 | 3 | Alpha Apron |
| Valve station A4 | Viking | 100 | 2 | Alpha Apron |
| Valve station A4 | Inbal Valve | 150 | 4 | Alpha Apron |
| Valve station A5 | Viking | 100 | 3 | Alpha Apron |
| Valve station A5 | Rasco | 100 | 1 | Alpha Apron |
| Valve station A6 | Viking | 100 | 3 | Alpha Apron |
| Valve station A6 | Rasco | 100 | 1 | Alpha Apron |
| Valve station A6 | Inbal Valve | 150 | 1 | Alpha Apron |
| Valve station A7 | Tyco | 150 | 1 | Alpha Apron |
| Valve station A9 | Angus | 150 | 6 | Alpha Apron |
| Valve station A9 | Viking | 100 | 1 | Alpha Apron |
| **Description** | **Valve name** | **Size** | **Quantity** | **Area** |
| Valve station A10 | Angus | 150 | 4 | Alpha Apron |
| Valve station A10 | Viking | 100 | 2 | Alpha Apron |
| Valve station A10 | Angus | 100 | 1 | Alpha Apron |
| Valve station A11 CTB | Viking | 100 | 8 | Alpha Apron |
| Valve station A12 CTB | Viking | 100 | 8 | Alpha Apron |
| Valve station A13 CTB | Viking | 100 | 8 | Alpha Apron |
| Valve station A14 CTB | Viking | 100 | 9 | Alpha Apron |
| Valve station C1 | Angus | 150 | 2 | Charlie Apron |
| Valve station C2 | Angus | 150 | 1 | Charlie Apron |

| | | | | |
|---|---|---|---|---|
| Valve Station A63 | Rasco | 100 | 3 | Alpha Apron |
| Pier Bussing | Viking | 100 | 2 | Alpha Apron |
| North Pier | Viking | 100 | 6 | Eco Apron |
| MSP 1 | Viking | 100 | 10 | Multi Storage Parking |
| MSP 2 | Viking | 100 | 10 | Multi Storage Parking |
| MSP 3 New | Viking | 150 | 21 | Multi Storage Parking |
| B Lane 1 & 2 | Reliable | 150 | 2 | Landside Int Basement |
| Big Five | Rasco | 100 | 1 | Landside Int Basement |
| Tadu | Rasco | 100 | 1 | Landside Upper Road |
| Tunnel | Bermard | 80 | 4 | Domestic Basement |
| Tunnel | Viking | 80 | 4 | Domestic Basement |
| Foam Tank | ANSUL | 800 Gallons | 1 | Alpha Apron at valve station A1 |
| Foam Tank | ANSUL | 800 Gallons | 1 | Alpha Apron at valve station A3 |
| Foam Tank | ANSUL | 800 Gallons | 1 | Alpha Apron at valve station A4 |
| Foam Tank | ANSUL | 50 Gallons | 1 | Alpha Apron at valve station A13 |
| Foam Tank | Viking | 200 Gallons | 1 | Alpha Apron at valve station A9 |
| Foam Tank | ANSUL | 50 Gallons | 1 | Landside at SUB 12 CTB Basement |
| Foam Tank | ANSUL | 100 Gallons | 1 | Landside at SUB 13 CTB Basement |
| Foam Tank | ANSUL | 50 Gallons | 1 | Landside Int Basement KB2 |

| Number | Description | Quantity | Area |
|---|---|---|---|
| The register for fire hose reels and fire hydrants to be issued as separate document in soft copy | | | |

**ANNEX B**

## Site Information

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

**General Site Conditions**

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


O R Tambo Airport Rd
© 2021 AfriGIS (Pty) Ltd.
Image © 2021 Maxar Technologies

## Risk assessment

### OHS Risks

| # | Department | Tenant / Sub-department | Activity / Task / Service | Risk Name | Risk Description | Control Measure Name | Control Measure Description |
|---|---|---|---|---|---|---|---|
| 1 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Occupational injuries | Working on heights | Fall protection plan | Fall arrest system (safety harness used for working on height above 2 meter). |
| 2 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Fire hazard, fatalities | Combustion due hydraulic oil heating up | SWP | Remove all flammable material (papers, plastic etc.) around the oil tank area |
| 3 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Injuries, fatalities. | Oil spillage | Procedure | ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC. |
| 4 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Occupational injury | Flying Objects | Procedure | Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file, |
| 5 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Fire hazard, injuries, fatalities. | Hot work conducted such as grinding, welding | Procedure | Hot work permit be issued prior commencement of work. Fire equipment to be serviceable. |
| 6 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Occupational injury | Tripping Hazard | Procedure | Demarcate Working Area |
| 7 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Injury due to Unsafe lifting equipment | Scissor lift not safe | Annual load test | Annual load test |
| 8 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels And Fire Hydrants | Hearing loss | Noise generated from the aircraft | Training | Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Aircraft damage, fatalities | persons and vehicle in the airside | Training | On the job training is performed after Airside Induction Training is received. |
| 10 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Aircraft damage, fatalities | Moving Machinery | Training, Procedure | Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter. |
| 11 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | Occupational injuries | Hand Injury | Training, Procedure | Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter. |
| 12 | Operations: M&E | Mechanical | Maintenance of Fire Water Pump Stations, Fire Hose Reels and Fire Hydrants | FOD injected by aircraft, property damage, injuries | Vehicle and tools on at Aprons | Procedure | Area Demarcation during work where applicable and All tools & demarcation to be removed after work |
| 14 | Operations: M&E | Mechanical | Transportation at Airside | Property damage, vehicle damage, injuries | Driving of vehicles at airside | SWP | AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department. |

**Administrative Risks**

| Risk Number | Risk Description and Mitigations |
|---|---|
| 1 | Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site |
| 2 | Expired COIDA letter; contractor will be taken off site. |
| 3 | Insufficient resources on site to perform the work required roster; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract |
| 4 | Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract |
| 5 | Not meeting set availability target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract |
| 6 | Not meeting set MTTR target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract |

| | |
|---|---|
| 7 | Spares list not being updated could lead to extended equipment down times; low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract |
| 8 | Root cause analysis not performed could lead to repeated equipment failures; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract |
| 10 | Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract |
| 11 | Contract value being expended before contract expiry date; contract will be terminated |
| 12 | Contractor not giving documentation for work assessments and payment on time; Contractor will not be payed on time |
| 13 | Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation. low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract |
| 14 | Any change in the law that is reinforced as per clause X2(Changes in the law) |

**ANNEX D**

## Previously completed PMs

Available upon request from IMCS

## Root cause analysis

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

**ORTIA ME Root Cause Analysis Sheet**

| | | | | | |
|---|---|---|---|---|---|
| **Function failure:**( Which function was no longer execute) | Valve Station A 9 and A 10 manifold corroded and start having pin holes | **Date:** | Friday, 17 January 2020 | **Time of incident:** | 04:54 PM |
| **Reported by/Operator** | Duduzile Semenya | | | | |
| **Asset class:** FIRE FIGHTING - SPRINKLER SYSTEM<br>**Dept:** Mech | **Asset Description:** | ICV Valve Station | **Total downtime** | 64hrs 56 minutes | |
| **Warning signs before the breakdown:** | Valve Station A9 and A 10 corroded, with pin holes and water started to leak | | | | |
| **Repaired by:** | Fire Check (Pty) Ltd | **Repair time:** | 1 hr | **Waiting time:** | N/A |

**Description f fault finding and repair:**( what was done to fix the machine/equipment and start operations)
In temporarily resolving the leak. The cascade clamp was installed to stop the water leak. In the longer term, new manifold is in the process of being built and will be installed.

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



| **Part/s/component/s replaced:** | **Work order/Work Request** | Not logged | **Failure mode:( Event which caused functional failure)** |
|---|---|---|---|
| Manifold corroded | | | WEAR AND TEAR |

| **Why1** WHY WAS THE WATER LEAKING? | **Why2** WHAT DAMAGED THE MANIFOLD? | **Why3** WHY WAS THE MANIFOLD CORRODED | **Why4** | **Why5** | **Counter measures:** | **Category** | **Who** | **Date c** |
|---|---|---|---|---|---|---|---|---|
| 1. MANIFOLD DAMAGED | 1. MANIFOLD CORRODED | THE MANIFOLD HAD SURPASSED IT'S LIFE EXPECTANCY | | | In order to permanently resolve the problem. The contractor was issued with a PO to built new manifold for valve station A 9 and A 10. The work is expected to be completed by 31 March 2020 | Man<br>Machine<br>Method<br>Material<br>Environment | Fire Check (Pty) Ltd | #### |

**ANNEX F**

## Estimated times for breakdowns/faults

| Item # | Call description | Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only |
|---|---|---|
| 1 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - BATTERY CHARGING FAULT | 1 |
| 2 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - BATTERY FAULT | 1 |
| 3 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - OIL LEAK | 2 |
| 4 | PUMP - FIRE - WATER - ON-SITE - DIESEL EMPTY | 1 |
| 5 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - OVERHEATING | 2 |
| 6 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - STARTER NOT WORKING | 0.5 |
| 7 | PUMP - FIRE - WATER - ON-SITE - DIESEL ENGINE - COOLING WATER LEAKAGE | 0.5 |
| 8 | PUMP - FIRE - WATER - ON-SITE - EXCESSSIVE VIBRATION | 2 |
| 9 | PUMP - FIRE - WATER - ON-SITE - MAIN LINE PRESSURE LOW | 0.5 |
| 10 | PUMP - FIRE - WATER - ON-SITE - SOFT START NOT WORKING | 0.5 |
| 11 | PUMP - FIRE - WATER - ON-SITE - PUMP FAILURE | 0.5 |
| 12 | PUMP - FIRE - WATER - LEVEL PROBE MALFUNCTIONING | 2 |
| 13 | PUMP - FIRE - WATER - PRESSURE SENSOR MALFUNCTIONING | 0.5 |
| 14 | PUMP - FIRE - WATER - 380V PHASE RELAY FAULT | 0.5 |
| 15 | PUMP - FIRE - WATER - PLC FAULT | 2 |
| 16 | FIRE PREVENTION SYSTEM - HYDRANT - NO WATER | 1 |
| 17 | FIRE PREVENTION SYSTEM - HYDRANT- LEAKING | 1 |
| 18 | FIRE PREVENTION SYSTEM - HOSE REEL – PIPE LEAKING | 2 |
| 19 | FIRE PREVENTION SYSTEM - HOSE REEL - ROLL BACK IN POSITION | 0.5 |
| 20 | FIRE PREVENTION SYSTEM - HOSE REEL - MISSING | 1 |

# Key Performance Indicators

## 1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule
The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

| Resource required | Days per week | Hours |
|---|---|---|
| Site Manager | 7 | Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer |
| Artisan (Millwright or Fitter) | 7 | Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer |
| Fire systems Practitioner (Water based systems) | Whenever deemed necessary by the Employer | Required to perform quarterly systems testing and inspection for the fire system and monthly testing of Electric-to-diesel pump automatic switch over test |
| Assistant | 7 | Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer |

* The Contractor must always maintain the above **minimum** staff and should price accordingly but not limited to the listed resources.
**There is no working hours for the weekend and holidays however the resources should be available whenever there is requirement for the services, call out fee is only applicable after the hours (08:00 – 17:00).

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

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

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

## 2. Availability, mean time before failure, mean time to repair and callout response times

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

The Period of review shall be Monthly.

ACSA has authority to give the contractor the call-out, the authority will be from both IMC and Service Manager.

**Service Level table**
The following service levels are the minimum acceptable service levels for this contract.

| Item | Benchmark* |
|---|---|

| | |
|---|---|
| fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers Overall System - Availability | Availability must be a minimum of 99.5% per month. |
| fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers Overall System - MTTR | 1 hour. |
| fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers Overall System - MTBF | 48 Hrs. |
| % of planned maintenance completed per month | 100% |
| Response time for call outs<br>(after working hours, weekend and holidays) | 60 minutes on land side and on the airside<br>(The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager) |
| Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA) | All PM WO shall be closed with 6 working days from date of issuing to contractor, (Issued by ACSA either by mail or manual collection) |
| Closure of Corrective Maintenance (CM) Work Orders (WO) | All CM WO shall be closed with 1 working day from date of issuing to contractor (Issued by ACSA either by mail or manual collection) |

**The PMs' and work Orders are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.*

** Availability, MTTR and MTBF as defined in the IMC procedure.

## 3. Emergency Response time

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

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

Below are some of the emergencies identified but not limited to the below list and also the emergency response times:

| **Item Description** | **Response Time** |
|---|---|
| In a case where the area is found non-compliant with respect to fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers coverage and access. | 30 minutes during normal working hours<br>(The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager) |
| In a case where the area is found non-compliant with respect to fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers coverage and access. | 45 minutes after hours, weekend and holiday<br>(The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager) |

## 4. Defects liability 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.

| | |
|---|---|
| Defect free liability period – preventative maintenance | The defect free period will be no less than the interval between preventative maintenance intervals. |
| Defect free liability period – corrective or breakdown maintenance | The defect free period will be no less than 90 days. |
| Defect free liability period – project work | The defect free period will be no less than 12 months. |

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

## 5. Assessments and Reviews

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

## 6. Low service damages

Notification of Low service damages

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

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

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

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

Low service damages tables

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

| Item No. | Achieved Overall System Availability per Month | Low service damages amount |
|---|---|---|
| 1 | 99.5% | 100% Full fixed cost billed, minus any other low service damages included in this contract. |
| 2 | 99.499% - 97.00% | 10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract. |
| 3 | 96.99% - 95.00% | 15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract. |
| 4 | 94.99% - 93.00% | 20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract. |
| 5 | 92.99% - 91.00% | 25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract. |

***Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

| Item Description | Low service damages amount |
|---|---|
| Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs). | R10 000/month |

| | |
|---|---|
| Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs) | R10 000/month |
| Not maintaining the required minimum on-site staff requirements. | R2 000.00/position/day |
| Noncompliance to the Response time for call outs (after working hours, weekend, and holidays) as stipulated in the Service Level and this contract. | R2 000.00/event |
| Noncompliance of emergency response times as stipulated in the Service Level and this contract. | R2 000.00/event |
| Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed) | R2 000.00/event |
| Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).<br><br>Note: The *PMs' and Work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.* | R4 000/month |
| Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register | R4 000.00 / per PO / month |
| Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act | Termination |
| 3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class | Termination |

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

## 7. Internal and external factors

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

**MAINTENANCE RECORD SHEETS**

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

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

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

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

**ANNEX H**

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

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

**MINIMUM MAINTENANCE REQUIREMENTS**

All Preventative Maintenance shall be scheduled, at least, to the requirements of the following table (the contractor must ensure that sufficient allowance for all the items are made with the pricing in the Activity Schedule):
Maintenance of fire water pump stations, fire sprinkler systems, fire hydrants, fire hose reels and fire extinguishers shall conform to the following standards:

a. SANS 1128-1 (Firefighting equipment Part 1: Components of underground and above-ground hydrant systems)
b. SANS 1128-2 (Firefighting equipment Part 2: Hose couplings, connectors and branch pipe and nozzle connections)
c. SANS 543 (Fire hose reels)
d. SANS 10105-2 (The use and control of fire-fighting equipment Part 2: Fire hose reels and above-ground hydrants)
e. SANS 10400-T (The application of the National Building Regulations Part T: Fire protection)
f. SANS 10400-W (The application of the National Building Regulations Part W: Fire installation
g. SANS 10142-1 (The wiring of premises Part 1: Low-voltage installations).
h. Furthermore, in the maintenance of control panels feeding the diesel engine and the main Control for the control of the diesel and electric pumps, the contractor to ensure that the subcontracted electrical company; to have registration with the department of labour as an electrical contractor. The work must be done under supervision of the competent person with a wireman license.

## FIRE WATER PUMPS

| Infrastructure | Maintenance Activities | Frequency |
|---|---|---|
| Diesel Engines | Check oil level and top up if necessary | Weekly |
| Diesel Engines | Check battery condition and change if necessary | Weekly |
| Diesel Engines | Check and record battery readings | Weekly |
| Diesel Engines | Check battery voltage drop on initial test run of diesel engine | Weekly |
| Diesel Engines | Perform battery charger tests | Weekly |
| Diesel Engines | Check operation of starter motor | Weekly |
| Diesel Engines | Check operation of all temperature gauges and replace if necessary | Weekly |
| Diesel Engines | Check operation of all pressure gauges and replace if necessary | Weekly |
| Diesel Engines | Check, measure and record the operating temperature of the diesel engines against the OEM | Weekly |
| Diesel Engines | Inspect and clean all filters | Weekly |
| Diesel Engines | Test diesel engines on load for at least 30 minutes | Weekly |
| Diesel Engines | Check diesel tank levels and top up if necessary. Ensure at all times that the level is 3 quarters full. | Weekly |
| Diesel Engines | Clean diesel engines | Weekly |
| Diesel Engines | Check proper operation of all stop solenoids | Weekly |
| Diesel Engines | Check condition of water hoses and repair if necessary | Weekly |
| Diesel Engines | Check engine mountings | Weekly |
| Diesel Engines | Check high temperature alarms for proper functioning | Weekly |
| Diesel Engines | Check tightness of fan belt and adjust if necessary | Monthly |
| Diesel Engines | Check injector cam box oil | Monthly |
| Diesel Engines | Check governor | Monthly |
| Diesel Engines | Check turbo charger | Monthly |
| Diesel Engines | Check exhaust silencer and piping | Monthly |

| | | |
|---|---|---|
| Diesel Engines | Check low oil pressure alarm | Monthly |
| Diesel Engines | Check over speed alarm | Monthly |
| Diesel Engines | Check low fuel alarm | Monthly |
| Diesel Engines | Check start failure alarm | Monthly |
| Diesel Engines | Perform electric-to-diesel pump automatic switch over test | Monthly |
| Diesel Engines | Perform 6h Diesel Full load Engine test run (10.1 SANS 10287) | Quarterly |
| Diesel Engines | Change oil, fuel, and air filters | Annually |
| | | |
| Control Panels | Check all electrical connections inside the control panel | Monthly |
| Control Panels | Check all electrical connections at sump pump junction boxes | Monthly |
| Control Panels | Check and test all level probes | Monthly |
| Control Panels | Check and confirm that all limits on reservoir covers are in operation | Monthly |
| Control and power panels | Check and ensure that panel wiring is neat and that all DBs are locked. Ensure that the wiring diagram is in place. | Weekly |
| Pumps | Check drive couplings on pumps and ensure that coupling guarding is in place. | Monthly |
| Pumps | Replace bearings on pumps when necessary | Monthly |
| Pumps | Check pump seals for leaks and replace or adjust | Monthly |
| Pumps | Check all drain pipes for leaks and repair | Monthly |
| Pumps | Alternate the duty pump (ie Change operational pump to ensure all run equally.) | Weekly |
| Pumps | Check the base grouting, Check the pump and motor alignment with a dial or laser alignment machine and record results | Monthly |
| Pumps | Replace pumps if necessary | Monthly |
| Electric Motors | Check for bearing noise | Monthly |
| Electric Motors | Inspect shaft seals | Monthly |
| Electric Motors | Check all electric motors for loose connection | Monthly |
| Electric Motors | Check cable for tidiness and good condition | Monthly |
| Valves | Check valve operation and repair or replace where necessary | Monthly |
| Flow Measurements | Check, measure and record the water flowrate for the main discharge line using clamp on meters (e.g. Ultrasonic Device) | Weekly |
| Flow Measurements | Check, measure and record discharge and suction pressure for both diesel and electric pumps | Weekly |
| Fire extinguisher | Check that all fire extinguishers in the fire water pump station are serviced and report back to service manager. | Monthly |
| Sump Pumps | Check High- and Low-level probes and repair or replace if necessary | Weekly |
| Sump Pumps | Remove pumps and check condition of pumps. Repair or replace if necessary. | 3-Monthly |
| General Activity | Check and clean pump stations | Weekly |
| General Activity | Check condition of floor paint | Weekly |
| General Activity | Check all metal parts, pipes for corrosion and repaint if necessary | Weekly |
| General Activity | Check that the crawl beam is certified and has an SWL displayed then report | Weekly |
| General Activity | Check all alarms on SCADA | 6-Monthly |
| General Activity | Start diesel engines remotely from SCADA | Weekly |

**FIRE SPRINKLER SYSTEMS**

| Infrastructure/Area | Maintenance Activities | Frequency |
|---|---|---|
| | Record water level percentage of the water reservoir on the IMCS system. If level recorded is below 20% report to Fire Maintenance Engineer. | Monthly |
| Alarms | Test all water flow meter alarms/gongs for at least 30s and record | |
| Valves | Ensure that all valves are locked with chain and lock | |
| Valves | Check all the water supply valves are in open position<br>The drainage valve must be in closed position | |
| Valve stations | Clean all valve stations | |
| Stop valves | Inspect and test all valves | |
| Flow switches | Test all flow switches for correct functioning | |
| Flow switches | Check that alarm is reported at the IMCC and record the results | |
| Potter pressure switches | Test all potter switches for correct functioning and record results | Monthly |
| Stores Management | Report on inventory in line with ACSA's Inventory management procedure | |
| Sprinkler heads | Perform visual inspection of sprinkler heads, record condition and replace where necessary | |
| Drawings | Check that block plans for each zone supplied by a sprinkler valve station are correct and develop or amend drawing where deviations are noted. All drawings to comply with ACSA Standard for CAD drawings and applicable parts of SANS 10111. | |
| | Check that all valve station P&ID are in place and correctly drawn and labelled. If not in existence, develop the drawings. | |
| Sprinkler classification system | Check that each sprinkler zone is classified according to SANS 10287 (ie Ordinary or High Hazard class) and report deviations to the Fire Maintenance Engineer | |
| Pipe earthing | Check pipe earthing and correct where necessary | |
| Foam tanks | Check concentrate level and refill where necessary. | Quarterly |
| | | |
| Alarm valves | All OEM required services | Six monthly |
| Piping | Perform a pipe thickness test at agreed 100 test points with Fire maintenance engineer and record results. These test points must be marked and used consistently throught the contract term. | Three-yearly |
| Piping | Visually Check all piping for corrosion and or flaking paint and correct where necessary | |
| Foam concentrate | Take a sample of the concentrate from each tank and test if its properties still meet the manufacturers specification. | |
| Foam solution testing and foam concentrate proportioner | Take a sample of the foam solution from each tank and test if it meets the recommended concentrate manufacturer's properties. Check or test or replace the concentrate proportioner subsequent to the foam solution test results. | |
| Valves | All OEM and ASIB required services on the valves | Three Yearly |

## FIRE HOSE REELS

| **Maintenance of Fire Hose Reels** | | |
|---|---|---|
| **#** | **Description of maintenance activity** | **Frequency** |
| 1 | Place hands on opposite sides of the drum and grip the inside disc. Jerk firmly away from the wall. If there is movement, adjust or replace the mounting bolts. If hose reel frame is corroded or damaged, repair and refinish or replace. | Yearly |

| | | |
|---|---|---|
| 2 | Using one hand only, rotate hose reel drum in each direction. If drum does not rotate with ease, unroll the hose and replace the gland packing where applicable, or lubricate the shaft and O-rings.<br>If corrosion is reason for tightness and the severity cannot be overcome, condemn the hose reel and replace. | Yearly |
| 3 | Unroll the hose and examine the drum and discs.<br>If loose, corroded or damaged, repair and refinish or replace. | Yearly |
| 4 | Examine the component parts and if corroded, bent, broken, cracked or worn, repair and refinish or replace. | Yearly |
| 5 | Measure hose while unrolling or unroll and measure along floor. If greater than 30 m, cut off excess hose. If less than 28 m, condemn the hose and replace. If joints are present, condemn the hose and replace. | Yearly |
| 6 | Hose ends should be clean cut and show no signs of deterioration. If hose shows signs of deterioration, cut off the damaged section of hose, 15 mm from the commencement of deterioration.<br>Check that the hose is securely clamped to the hose reel and to the shut-off nozzle. Clamps should be free of rust and adjustable. Replace defective clamps. | Yearly |
| 7 | Close the shut-off nozzle, and slowly open the inlet stop valve. If no water, halt servicing, indelibly mark the outside of the front disc of the hose reel with the words “NO WATER” and remove the service labels.<br>If there is a flow of water, examine hose for signs of leakage. If hose leaks on ends, adjust clamps. If hose leaks elsewhere and cutting hose at point of leak will cause the hose to be less than 28 m, condemn the hose and replace. | Yearly |
| 8 | Examine all water seals for signs of leaks. If leaking from the stuffing box, adjust fasteners equally until leak halts (hose reel must continue to rotate freely) or replace gland packing considering the lubrication required. If leaking from the water<br>jacket, inspect jacket for damage and replace O-rings where deformity has occurred. If leak persists, condemn the hose reel and replace. | Yearly |
| 9 | Open nozzle and discharge water into a bucket or suitable receptacle. If nozzle does not discharge with a constant flow, close inlet stop valve and remove and inspect shut-off nozzle for damage or blockage. If nozzle is damaged, condemn and replace. Clear nozzle if blocked, or if blockage cannot be cleared, condemn nozzle and replace.<br>If water flow does not cease when nozzle is closed, condemn nozzle and replace. If nozzle rotates in the hose, adjust the clamp. | Yearly |

| | | |
|---|---|---|
| 10 | If the hose reel passes inspection, complete and fit a service label on the inside of the front disc in a position that is visible once the hose reel is fully unwound. | Yearly |
| 11 | Close the inlet stop valve, open the shut-off nozzle and discharge water into a bucket or suitable receptacle. With shut-off nozzle open, rewind the hose onto the drum ensuring that the hose is evenly wound and free from kinks. Milk the hose by rotating the drum back and forth until water no longer discharges from the shut-off nozzle. Close the shut-off nozzle and secure in position. | Yearly |
| 12 | After closing inlet stop valve and rewinding hose, examine the inlet stop valve for signs of leakage. If leaking from the valve stem gland, tighten the gland nut while ensuring that valve stem is still able to turn. If leak persists, refer to responsible person for replacement. If leaking (bypassing) a washer, refer to responsible person for repair or replacement. | Yearly |
| 13 | Ensure that hose guide is present where required and that hose is passed through the guide. Check whether the guide roller is functioning. If guide is damaged, repair and lubricate or replace. | Yearly |
| 14 | Examine the operating instructions for correctness and legibility. Renew if necessary. | Yearly |
| 15 | Using an acceptable seal, seal the inlet stop valve in a manner that prevents use without breaking the seal. The seal should break on half a rotation of the inlet stop valve handle or handwheel and, should only require the force exerted by a single hand. | Yearly |
| 16 | If the hose reel passes inspection, complete and fit a service label on the outside of the front disc in a position such that it does not obscure the operating instructions. | Yearly |

**FIRE HYDRANTS**

| **Maintenance of fire hydrants** | | |
|---|---|---|
| **#** | **Description of maintenance activity** | **Frequency** |
| 1 | Examine the standpipe for signs of corrosion, damage or leaks. If corroded or damaged, repair and refinish or refer to responsible person for repair or replacement. If leaking, refer to responsible person for repair or replacement. | Yearly |
| 2 | Examine the component parts and if corroded, bent, broken, cracked or worn, repair and refinish or replace. | Yearly |
| 3 | Examine the handwheel and if damaged, repair and refinish or replace. If loose, tighten the retaining nut. If missing, replace. | Yearly |
| 4 | Examine the pawl assembly for correct operation. If bent, jammed or binding, repair and lubricate or replace. | Yearly |

| | | |
|---|---|---|
| 5 | Remove and examine the lip seal washer.<br>If damaged, cut, cracked, worn, aged or weathered, replace. If missing, replace. | Yearly |
| 6 | Using a 65 mm blank cap assembly, check and record the static water pressure. If blank cap assembly does not fit into the outlet of the hydrant, check the outlet for damage or deformity.<br>If damaged or deformed, condemn hydrant and refer to responsible person for replacement. If no water, halt servicing, indelibly mark the supply pipe or wall as close as possible to hydrant with the words “NO WATER” and remove the service label. | Yearly |
| 7 | Examine the spindle assembly for signs of damage or leaks.<br>If spindle is bent, condemn hydrant and refer to responsible person for replacement. If spindle is jammed or binding, repair and lubricate or replace.<br>If leaking from the spindle gland, tighten the gland nut while ensuring that the spindle is still able to turn. If leak persists, refer to owner for replacement.<br>If clack washer is leaking (bypassing) after closing valve, refer to responsible person for replacement. | Yearly |
| 8 | Using an acceptable seal, seal the hydrant valve in a manner that prevents use without breaking the seal. The seal should break on half a rotation of the hydrant valve handwheel. | Yearly |
| 9 | If the hydrant passes inspection, complete and fit a service label on the supply pipe, wall or structure to which the hydrant is mounted and as near as possible to the hydrant valve. | Yearly |
| 10 | Check seal in-side hydrant head | Monthly |
| 11 | Check operation of hydrant | Monthly |
| 12 | Measure water flow and pressure | Monthly |
| 13 | Attach service label where missing | Monthly |
| 14 | Seal hydrant | Monthly |

Tenderers to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

## I. ANNEX C: Contract start-up proposal

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

| Service category | Jan. | F | M | A | M | J | J | A | S | O | N | D | Units/month | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | Estimated | Proposed |
| M, Q, S, A | [redacted] | | | | | | | | | | | | 166.7 | |
| M, Q, S | [redacted] | | | | | | | | | | | | 166.7 | |
| M, Q | [redacted] | | | | | | | | | | | | 333.3 | |
| M | [redacted] | | | | | | | | | | | | 1333.3 | |
| Total | | | | | | | | | | | | | 2,000 | |

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

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

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

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

**ANNEX J (Contractor to fill in)**

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

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

| ISSUE | REQUIREMENT |
|---|---|
| **Environmental Policy** | ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff. |
| **Storm water, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.<br>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required.<br>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas.<br>• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.<br>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.<br>• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimize noise generated on site due to work operations.<br>• The Contractor shall comply with the applicable regulations regarding noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.<br>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.<br>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.<br>• Contractors shall maintain a tidy, litter free environment always in their work area.<br>• Contractors must keep on file:<br>1. The name of the contracting waste company<br>2. Waste disposal site used<br>3. Monthly reports on quantities – separated into general, hazardous and recycled<br>4. Maintained file of all Waste Manifest Documents and Certificates of |

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

**Low Service Damages**

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.
Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

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

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




at: _____ (airport name).

**ANNEX K**

Maintenance of fire water pump stations, fire sprinklers, fire hose reels and fire hydrants Spares List

**ANNEX L**

ACSA maintenance procedure for Fire Fighting Systems - D080 002 M and Pump Set Systems – D080 022M

- Available upon request from the ACSA service manager

**ANNEX M**

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

**ANNEX N**

Internal and external factors

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

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

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

**ANNEX O**

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Fire Water Pumps | Core | • Maintenance of pump set up systems<br>• Driven Machinery Regulations | D080 022M | 06 March 2013 | 6h Diesel Full load Engine test run (10.1 SANS 10287) | Quaterly | Site Supervisor | • SAQA Accredited trade test (Fitter/Millwrights)<br>• Any OHS Training certificate | • 3 yrs experience in the maintenance of pumps and fire sprinklers<br>• 2 yrs experience in OHS<br>• 2 Yrs supervisory experience |
| | | | | | Electric-to-diesel pump automatic switch over test | Monthly | Fire systems Practitioner (Water based systems) | • ECSA registration as a water based fire systems practitioner | • 3 yrs experience in the commissioning and maintenance of water based fire fighting systems |
| | | | | | Battery test records | Monthly | Artisan(s) | • SAQA Accredited trade test (Fitter/Millwrights) | • 3 Yrs experience in maintenance of valves, electrical and diesel engine driven pumps |
| | | | | | Pressure gauge and water level records | Weekly (W) | Assistant | Mechanical N2 | 1 Yr experience in maintenance of mechanical systems |
| | | | | | Battery charger test records | Monthly | | | |
| | | | | | Valve test records | Monthly | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Diesel level checks | Weekly (W) | | | |

**ANNEX P**

ACSA Inventory procedure

Available upon Request from the ACSA service manager