



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT: Once off Maintenance of Fire Fighting Systems at Upington International Airport

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at UPINGTON INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for *MAINTENANCE OF FIRE FIGHTING SYSTEMS AT UPINGTON INTERNATIONAL AIRPORT.*

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Maintenance of Fire Fighting Systems**C1 Agreements & Contract Data****C1.1: Form of Offer and Acceptance****Offer**

The *employer*, identified in the acceptance signature block, wishes to enter a contract for the provision. Once of maintenance of Fire Fighting Systems for at Upington International Airport.

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 authorized, signing this part of this form of offer and acceptance, the *contractor* offers to perform all of 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)** for Once off

(in words).

R (in figures).

for the contractor

Signature. Date.

Name. Capacity.....

(Name and.
address of
organisation).

(Name and.
signature
of witness).

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 document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of identified in the contract data.

Maintenance of Fire Fighting Systems**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 included 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

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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents shall be 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 *Service manager* (to be confirmed) 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.

Unless the *tenderer* (now *contractor*) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature. Date.

Name. Capacity.

(Name and
signature
of witness).

Schedule of Deviations

Maintenance of Fire Fighting Systems

1 Subject

Details

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2 Subject

Details

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.....
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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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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 *tenderer* 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 tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Maintenance of Fire Fighting Systems**C1.2: Contract Data****Part One – Data Provided by the Employer**

Clause	Statement	Data
1	General	
	The conditions of the contract are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced Contract with price listed
	and secondary Options:	W1: Dispute resolution procedure
		X4: Parent Company Guarantee
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract, April 2013 (TSC3)	
10.1	The Employer is (Name):	Airports Company South Africa SOC Limited (ACSA),
	Address	Diedericks Road, Administration Block Upington International Airport 8801
10.1	The <i>Service Manager</i> is	Bonginkosi Khumalo
11.2(1)	The Accepted Plan is	Included in Part C3 of this document, including Annexes thereto as submitted

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		by the <i>Contractor</i> and accepted by the <i>Service Manager</i>.
11.2.(2)	The Affected Property is	Upington International Airport
11.2(13)	The Service is	Maintenance Service of Fire Fighting Systems- once off at Upington International Airport as set out in Part C3 service information.
11.2(14)	The following matters will be included in the Risk Register	• Availability of As-Built Information • Access to site • Site Constraints and constructability • Existing Services • Authorization of personnel as per ORHVS regulations. • Progress of the works against the program • Travelling public and ACSA stakeholders • Availability of qualified staff • Business continuity (Civil unrest, employees strike, weather conditions, staff turnover, availability of spares) • Covid-19
11.2(15)	The Service Information is in	The section titled <i>Service Information</i> is included as Part C3 of this document.
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	7 working days

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21.1	The period within which the <i>Contractor</i> provides the <i>Contractor's</i> Plan	30 working days from Contract Date
2	The <i>Contractor's</i> main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The starting date is	Upon signing of the contract by ACSA
30.2	The Service Period is	60 days after signing the contract by ACSA
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The assessment interval is on the	20th day of each successive month (4) weeks (not more than five)
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 after receiving a valid tax invoice
51.4	The interest rate is	The price lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and Insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table.	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	

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W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator including but not the Adjudicator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the Employer for indirect or consequential loss is limited to	Nil – Neither Party is liable to the other for any indirect loss including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	Total losses incurred and/or repairs to the damages caused

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	damage to the <i>Employer's</i> property is limited to	
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> 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 <i>Contractor's</i> 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 losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the <i>Contractor's</i> risks - death of or injury to a person; - Infringement of an intellectual property right
X4	Parent Company Guarantee	Submit proof (where applicable)
X17	Low Damages	As per service level table on Appendix A
X19	Task Order	As per Appendix B

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Z	The Additional conditions of Z1 – Z19 contract are
Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> 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.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer’s</i> liability to the <i>Contractor</i> for the <i>Contractor’s</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation and assignment

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Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such unless otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to -
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the

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	possession of the <i>Contractor</i> at the time of the disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z11.5	The <i>Contractor</i> ensures that all his <i>Subcontractors</i> abide by the undertakings in this clause.
Z12	Employer's Step-in rights
Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Service Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>subcontractor</i> or <i>supplier</i> of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i> .
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the works) and generally, does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-à-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-à-

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vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time.

Z14 Intellectual Property

Z14.1 Intellectual Property (“IP”) rights mean all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property rights relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy any IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.3 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

Z14.4 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

the *Contractor’s* design, manufacture, construction or execution of the Works

Z14.5.1 the use of the *Contractor’s* Equipment, or

Z14.5.2 the proper use of the Works.

Z14.5.3 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the

Z14.6 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.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises from the Panel of *Adjudicators* below. The referring party nominates an *Adjudicator*, which nomination is either accepted or rejected by the other party. In the instance of the replacement of a

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nominated *Adjudicator*, the referring Party refers the appointment deadlock to the *Chairman of the Johannesburg Bar Council*, who appoints an *Adjudicator* listed in the Panel of *Adjudicators* below.

The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013.

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

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of *Arbitrators* below. The referring party nominates an *Arbitrator*, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment dead stop to the *Chairman of the Johannesburg Bar Council*, who appoints an *Arbitrator* listed in the Panel below.

Name	Location	Contacts details (phone & email)
Adv. Ghandi Badeia	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za

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Mr. Sebe Msutwana Pr. Eng	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Reyneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16	Notification of a compensation event
Z16.1	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from <i>Service Manager</i> or the <i>Supervisor</i> giving instructions, issuing a certificate, changing an earlier decision or correcting an assumption.
Z17	BBBEE and Tax Clearance Certificates
Z17.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of the Contract.
Z18	Communication
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the <i>Employer</i> if an action will result in a change to the design, scope, and Service information that is 5% or more.
Z18.2	The <i>Service Manager</i> requires the written consent of the <i>Employer</i> if an action will result in the Completion Date being extended by more than 30 days.
Z19	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z19.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an <i>employer</i> in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or

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Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

Maintenance of Fire Fighting Systems**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address: Telephone No: Fax No:	
11.2	The working areas are	See C3 'Service Information'
24.1	The <i>Contractor's</i> Key people are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualification:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualification:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualification:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualification:	
	Experience:	

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11.2	The following matters will be included in the Risk Register	• Availability of As-Built Information • Access to site • Site Constraints and constructability • Existing Services • Authorization of personnel as per ORHVS regulations. • Progress of the works against the program • Travelling public and ACSA stakeholders • Availability of qualified staff • Business continuity (Civil unrest, employees strike, weather conditions, staff turnover, availability of spares) • Covid-19
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Maintenance of Fire Fighting Systems**PART C1: AGREEMENTS AND CONTRACT DATA****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 organisation:

AIRPORTS COMPANY SOUTH AFRICA

Upington INTERNATIONAL AIRPORT

Physical Address:

Airport Company South Africa

Diedericks Road, Administration Block

Upington International Airport

8801

Hereinafter referred to as “*Client*”

Name of organisation:

Physical Address:

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

MANDATORY'S MAIN SCOPE OF WORK**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

Maintenance of Fire Fighting Systems**THE UNDERTAKING**

The *Mandatory* undertakes to comply with:

INSURANCE

1. *The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:*
 - *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
 - *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Maintenance of Fire Fighting Systems**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

The *Mandatory* 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 *Mandatory* on the *Client's* premises must be performed under the close supervision of the *Mandatory's* employees who are to be trained to understand the hazards associated with any work that the *Mandatory* performs on the *Client's* premises.
2. The *Mandatory* shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the *Mandatory* assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the *Client*.
3. The *Mandatory* shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her *employees* and any of his *subcontractors* comply with the requirements.
4. The *Mandatory* 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 *Mandatory* shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or the work that it is to be performed.
6. The *Mandatory* shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the *Mandatory* 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 practices.

Maintenance of Fire Fighting Systems

9. No unsafe equipment/machinery and/or articles shall be used by the *Mandatory* or *contractor* on the *Client's* premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the *Mandatory* to the Provincial Director: Department of Labour as well as to the *Client*.
11. No use shall be made by the *Mandatory* and/or their *employees* and or their *subcontractors* of any of the *Client's* machinery/article/substance/plant/person/personal protective equipment without prior written approval.
12. The *Mandatory* shall ensure that work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The *Mandatory* 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 *Mandatory* shall be given to the *employees* of the *Client* if and when they inquire into Occupational Health & Safety.

Maintenance of Fire Fighting Systems**FURTHER UNDERTAKING**

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

Maintenance of Fire Fighting Systems**ACCEPTANCE BY MANDATORY**

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) are undertake to ensure that the requirements and the
provision of the OHSAct 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.

Expiry date:

SIGNATURE ON BEHALF OF MANDATORY

(Warrant/his authority to sign)

.....
DATE

SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

.....
DATE

Maintenance of Fire Fighting Systems**PART C1: AGREEMENTS AND CONTRACT DATA****C1.4: ACSA INSURANCE CLAUSES****INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE LANDSIDE**

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

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

INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE AIRSIDE

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

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Where the project covers **both landside and airside**, only the airside clause will apply.

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site: Airports Company South Africa:

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

C2 Pricing Data

C2.1 Pricing assumptions

6% CPI escalation per year on price list is used for pricing estimation purposes only. Price increment shall be as per clause X1 of this contract and will be negotiated yearly on the eve of the contract.

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

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the *tenderer* enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities.

The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Details regarding the extent of the work entailed under each item is provided in the Works Information.

AMPLIFICATION OF OR ASSUMPTION ABOUT MEASUREMENT ITEMS

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

Maintenance of Fire Fighting Systems**DISBURSEMENT SCHEDULE**

- (a) Only Maintenance related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the work(s) deemed to be inclusive in the agreed fee or price structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA *service manager* for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT.
- (d) No mark-up on any disbursement cost will be paid.
- (e) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Tele faxes (outgoing or incoming)
 - Email (sent or received).

Maintenance of Fire Fighting Systems**C2.2 Price List**

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA 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 scope of work for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer

All preventative maintenance must include labour, tools, consumables and equipment.

Part 1: Price List.

Item no.	Activity Description	Frequency	Quantity	Amount (per single item)	Total (for 6 months)
1	Safety File, in accordance with OHS Act of 1993 and the Construction Regulation of 2014	Once-off	1	R	R
2	Airport personnel access permits, airport vehicle access permits and parking fees – Provisional Sum	Once-off	1	Provisional Sum	R 2500
3	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, cell phones, insurance, office overheads etc.).	Once off	1	R	R
4	All required travelling	Once off	1	R	R
5	System - Fire Detection (alarms, panels, smoke detectors, etc.) Maintenance	Once off	1	R	R
6	System- Fire suppression systems (A room integrity test must be performed after service)	Once off	1	R	R

Maintenance of Fire Fighting Systems

7	Service Fire Extinguishers	Each	158	R	R
8	Service Fire Hydrants	Each	11	R	R
9	Service Fire Hose reels	Each	13	R	R
Supply and deliver					
10	Evacuation arrows	Each	15	R	R
11	Running Man Left	Each	20	R	R
12	Running Man Right	Each	20	R	R
13	SANS approved Chromadek emergency assembly point signage (800mm x 800mm) 	Each	8	R	R
14	SANS approved Chromadek Emergency assembly point directional signage (500mm x 150mm) Left hand direction 	Each	8	R	R
15	SANS approved Chromadek emergency assembly point directional signage (500mm x 150mm) Right hand direction 	Each	8	R	R
16	SANS approved Emergency evacuation arrow 	Each	40	R	R

Maintenance of Fire Fighting Systems

17	SANS approved running man – Right 	Each	20	R	R
18	SANS approved running man – Right 	Each	20	R	R
19	Staircase evacuation 	Each	15	R	R
20	No parking road signs 600mm 	Each	10	R	R
21	Hazchem Boards – UN number 1863 (Aviation fuel) 700mm x 400mm. Specialist contact number and additional information will be provided. 	Each	4	R	R
22	Hazchem boards – UN number 1202 (Diesel) 700mm x 400mm. Specialist contact number and additional information will be provided 	Each	4	R	R
23	20m roll Double sided tape	Each	1	R	R
24	9l EV fire extinguishers	Each	4	R	R
25	6l Class K fire extinguishers	Each	6	R	R

Maintenance of Fire Fighting Systems

26	Fire blankets for kitchen fires with fittings		6	R	R
27	Blind caps for fire hydrants	Each	15	R	R
28	65mm hydrant water seals	Each	20	R	R
29	Fire hydrant flow meter and static water pressure meter with 65mm Male Instantaneous coupling and is designed to fit the 65mm Female instantaneous connections available on Fire Hydrants. Is able to read static water pressures from 0-2500kpa.	Each	1	R	R
30	M6 stainless steel self-drilling tapping screws, 6.3 x 40mm, Hexagonal with drill socket	Each	Pack of 100	R	R
Supply and install					
31	Supply and fit a 1m fire hydrant water pipe to an existing above ground fire hydrant. The fire hydrant is too low and must be extended.	Each	1	R	R
32	Supply and fit emergency door release buttons	Each	6	R	R
33	Substation Warning Signage	Each	5	R	R

Maintenance of Fire Fighting Systems

					
34	High voltage warning signage 	Each	5	R	R
35	11 000V signage 	Each	3	R	R
36	Substation unauthorized entry signage 	Each	5	R	R
Sub-Total A: Preventative Maintenance					R

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

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:

Labour

Item	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/public holiday (R/hour)
1	Artisan	R	R	R
2	Artisan's Assistance	R	R	R

Maintenance of Fire Fighting Systems

3	OEM Specialist	R	R	R
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All rates to exclude vat. Subject to 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. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Part 2 – After-hours Call-outs

Description	Rate	Qty	Total
Call-out fee: Includes first hour on site and travelling cost	R	1	R
Artisan after hours (after hours rate)	R	1	R
Artisan assistant (after hours rate)	R	1	R
Sub-Total B: Labour			R

Callouts rate must include all required travelling and the first hour on site.

Call out fee shall not be applicable when contractors are onsite.

After-hours rate shall be applicable for callouts outside normal working hours (07H00-17H00)

Repairs and Spares Provisional Sum

Description	Total including mark-up	
Repairs and spares provisional sum	Provisional sum	R 0,00
Sub-Total D: Repairs and Spares		R 0,00

Contract value

Below is 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 Fighting Systems**Maintenance of Fire Fighting System**

Description	Total (excluding VAT)
Sub-Total A: Preventative maintenance	R
Sub-Total B: Labour cost	R
Sub-Total C: Repairs and Spares	R 0,00
Sub-Total D: estimated total of the prices (per annum) (Sub-Total A + Sub-Total B + Sub-Total C)	R

C3: Scope of Work**C3.1 Works Information**

The objective is to maintain the serviceability of the Fire Fighting Systems at Upington International Airport, in a sustainable manner, at the lowest operating and maintenance costs, while ensuring compliance to general safety and aviation-related legislation.

The scope entails the maintenance of Fire Fighting Systems at Upington International Airport. In brief, maintenance involves servicing, repairs, replacement, and system performance test. The Fire Fighting Systems comprises of:

- Fire Extinguishers
- Fire Hose Reels
- Fire Hydrants
- Fire Detection and alarm System
- Fire Suppression System
- Booster pump stations

Maintenance of Fire Fighting Systems

- Integrity testing

Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes. All work shall comply to the requirements of: SANS 10400-part T, SANS 1475, SANS 10139, SANS 10287 and SANS 246 as a minimum, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

- Repairs – restoring the equipment to a safe working condition.
- Replacement – changing of faulty components or obsolete components with an upgraded part or modification.
- System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including interface with other systems, etc.
- Statutory Tests – performing a statutory tests in line with OHS Act 85 of 1993 and related regulations and SANS 10400-part T, SANS 1475, SANS 10139, SANS 10287 and SANS 246 as a minimum, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

Fire Extinguishers

The contractor will be responsible for servicing, repairing, and replacement of components (where required), system performance test and statutory tests/inspections (where required) of the fire extinguishers in accordance with SANS1475.

Fire Hose Reel

The contractor will be responsible for servicing, repairing, and replacement of components (where required), system performance test and statutory tests/inspections (where required) of the firehose reels; comprising of but not limited to: mounting bracket, hose and guide arm, hose reel, nozzle and nozzle lock, main valve including pipeline from the main supply, signage, etc.

Hydrant System

The contractor will be responsible for servicing, repairing, replacement of components (where required), system performance test and statutory tests/inspections (where required) of the hydrant system; comprising of but not limited to: hydrant valve and coupling, valve including pipeline from the main supply, etc.

Fire detection and suppression systems

Maintenance of Fire Fighting Systems

The contractor will be responsible for servicing, repairing, replacement of components (where required), system performance test and statutory tests/inspections (where required) of the smoke detectors, gas fire suppression, sounders, system and control panels in accordance with SANS10139.

Booster pump stations

The contractor will be responsible for servicing, repairing, replacement of components (where required), system performance test and statutory tests/inspections (where required)) of the diesel engine, pumps, electrical motors and control panels in accordance with SANS 10287.

Reports

When invoicing, the Contractor shall ensure that all required reports are attached to the invoice:

- Maintenance work (including % of scheduled maintenance work completed)
- Maintenance plan for the next month
- Asset register up to date including equipment data
- Outstanding maintenance issues

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

Maintenance of Fire Fighting Systems**SCHEDULE OF EQUIPMENT:****Fire extinguishers**

DCP		CO2	
Weight	Quantity	Weight	Quantity
1kg	4	2kg	2
2kg	5	5kg	29
2.5kg	15		
3kg	7		
4.5kg	39		
9kg	36		
50kg	16		
150kg	1		
250kg	4		
Total	127	Total	31

Hosereels

Description	Quantity
Hosereels	13

Fire Hydrants

Description	Quantity
Fire hydrants	11

C4: Site Information

Maintenance of Fire Fighting Systems**C4.1: Information about the site at time of tender which may affect the work in this contract****1. Access limitations**

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will be forming part of staff that will be executing the works shall be issued with permits.

2. Ground conditions in areas affected by work in this contract

Cable trench, ducting and termination boxes with cables for existing services

3. Hidden and other services within the site

There are no hidden services around the area where works will be performed.

4. Details of existing buildings / facilities which Contractor is required to work on

The Contractor will execute the works at the following Areas:

- *Substation*
- *Terminal Buildings*
- *Fire Station*
- *Fire Watch Room*
- *Security Main Gate*
- *Security guardhouses*
- *Carparking areas*
- *Maintenance Building*
- *Ramp up area*
- *IT Data Centre rooms/Server Rooms*
- *Balloon Room*
- *Pump stations*
- *General Aviation*

Maintenance of Fire Fighting Systems