



**AIRPORTS COMPANY**  
SOUTH AFRICA

□  
□

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:**

**TITLE OF PROJECT:**

**CIA6674/2021/RFP MAINTENANCE OF FIRE DETECTION SYSTEM SERVICES  
AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA)**

**NEC 3: TERM SERVICE CONTRACT (TSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at CAPE TOWN INTERNATIONAL AIRPORT**

(Registration Number : 1993/004149/30)

and

(Registration Number : \_\_\_\_\_)

for **MAINTENANCE OF FIRE DETECTION SYSTEM SERVICES AT CAPE  
TOWN INTERNATIONAL AIRPORT**

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<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer Service Information	[•]
Part C4 Site Information	[•]

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**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

The employer, identified in the acceptance signature block, wishes to enter into a contract for  
**MAINTENANCE OF FIRE DETECTION SYSTEM SERVICES AT CAPE  
 TOWN INTERNATIONAL AIRPORT FOR PERIOD OF 5 YEARS**

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 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 (**INCLUSIVE OF VAT**) is: (in words); (in figures)

<b>The offered total of the Prices exclusive of VAT is</b>	
<b>Value Added Tax @ 15% is</b>	
<b>The total offered amount due inclusive of VAT is</b>	
<b>(In words)</b>	

*(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)*

**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 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 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

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 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 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.

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

**for the Employer**

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

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

Airports Company South Africa,

Cape Town International Airport , Cape Town

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

**Schedule of Deviations**

1 Subject . . . . VAT. ....

Details. Rates as per the schedule of quantities are exclusive of VAT .....

.....

.....

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.....  
2 Subject . . Escalation .....

Details. . Rates will increase accumulatively by 6% with every 1 Nov of every calendar year with the first increase 1 Nov 2016 .....

.....  
.....  
.....

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 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.

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list</b>
	and secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	3rd Floor, Southern Office Block Cape Town International Airport 7525
10.1	The <i>Service Manager</i> is:	M & E Manager
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport (Airside & Landside)
11.2(13)	The <i>Service</i> is	Fire Detection System Maintenance and Service <b>DESCRIBE SERVICE</b> as set out in Part C3 <b>Service Information.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>[RISK ITEMS]</b>
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>

12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>30 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	01 MAY 2016
30.2	The <i>Service Period</i> is	<b>5 years from the <i>starting date</i></b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>2 weeks (not more than five)</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	<b>Refer to Part C1.4</b>

<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organisation who will choose an arbitrator	<b>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. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>
<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary or any other agreed dates. CPI will be fixed for each anniversary rates increase</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary option.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>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</b>

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	<b>The total of the Prices</b>
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p><b>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.</b></p> <p><b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b></p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- death of or injury to a person;</li> <li>- infringement of an intellectual property right</li> </ul>

**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 *Service Manager*, the *Supervisor*, 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:**

**Z2.1 Delete core clause 20.1 and replace with the following:**

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.



<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Amendment to the Secondary Option Clauses</b>	
<b>Z7</b>	<b>Limitation of liability:</b>
<b>Insert the following new clause as Option X18.6:</b>	
<b>Z7.1</b>	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
<b>Z7.2</b>	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
<b>Additional Z Clauses</b>	
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	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>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>
<b>Z9.1</b>	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.
<b>Z9.2</b>	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.
<b>Z9.3</b>	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> .
<b>Z10</b>	<b>Ethics</b>

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- Z10.1** The *Contractor* 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 *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works 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.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- 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 *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* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** 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*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** 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;

- Z11.3.3** 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);
- 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 *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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**Z12**     ***Employer's Step-in rights***

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, 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 subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** 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.

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**Z13**     ***Liens and Encumbrances***

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- Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

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**Z14**     ***Intellectual Property***

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- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the 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*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** 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
- Z14.5** 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:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** 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.

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**Z15**      **Dispute resolution:**

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

## 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 deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of *Arbitrators* below

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

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**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 the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

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**Z17 BBEE and Tax Clearance Certificates**

**Z17.1** The *Contractor* 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 this Contract.

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**Z18 Communication**

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**Z18.1 Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

**Z18.2** The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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**Z19 Delegation**

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

**Z19.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer 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 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.

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**PART C1.2b CONTRACT DATA**

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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



Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2 The following matters will be included in the Risk Register

- Existing Services
  - Access to Site
  - Delay in supply of material and/or equipment
  - Progress of the works against the program
  - Travelling public and ACSA stakeholders
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**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:**

<b>Name of Organisation:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b> Cape Town International <b>AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  Administration Block, Southern Office Block Building, Cape Town International Airport, Matroonsfontein, Cape Town

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

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

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of 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 Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

### THE UNDERTAKING

The Mandatory undertakes to comply with:

### INSURANCE

1. The Mandatory 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 Mandatory 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 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 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 OHSAct 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 user 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 duty 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 OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

##### **SECTION A: DEFINITIONS**

**Landside** refers to:

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

**Airside** refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

##### **SECTION B: INSURANCE CLAUSES**

#### **1. Insurance requirements for contracts with a value below R50million on the LANDSIDE**

##### **1.1 Contract Works**

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

##### **1.2 Public Liability**

- In the event of a claim against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

##### **1.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

#### **2. Insurance requirements for contracts below R50million on the AIRSIDE**

##### **2.1 Contract Works**

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.

- Contractors / consultants may re-insure the deductible

## 2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

## 2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## 3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

### 3.1 Contract Works

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

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

### 3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

### 3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## 4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

#### **4.1 Contract Works**

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

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

#### **4.2 Public Liability**

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

#### **4.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.



## PART C2: PRICING DATA

### C2.1 Pricing Assumptions

#### C2.2 The Price List

Definitions.

Fire Detection System Service- This is the servicing of devices in the panels as the SANS Standard, OEM spec and the ACSA procedure.

Gas Suppression System Service- This is the servicing of the gas suppression components as the per the SANS Standard, OEM spec and the ACSA procedure.

Admin Costs – This will include daily reports, Monthly reports, invoicing, fault reports, root cause analysis, scheduling meetings and writing minutes.

Vehicle costs- This is the monthly fee payable for the maintenance such vehicle needs to comply with the ACSA safety standards (Airside & Landside).

Health and safety Audits- Site manager will be required to ensure that PPE and safety file is compliant with all ACSA safety policy, and this will be audited on quarterly basis.

Period	Annual escalation	Rand value
Year 0 to 1	0%	R
Year 1 to 2	5%	R
Year 2 to 3	5%	R
Year 3 to 4	5%	R
Year 4 to 5	5%	R
<b>TOTAL (EX VAT)</b>		
<b>VAT 15%</b>		
<b>Total contract value for 5-year contract (to be carried to the Form of offer – VAT INCLUSIVE) VAT INCL</b>		

**Year One.**

<b>Item Description</b>	<b>Expected Quantity</b>	<b>Rate</b>	<b>Price</b>
<b>Fire Detection System Service</b>	<b>12</b>		
<b>Gas Suppression system Service</b>	<b>12</b>		
<b>Admin Cost</b>	<b>12</b>		
<b>Vehicle Cost</b>	<b>12</b>		
<b>Health and Safety Audits</b>	<b>4</b>		
<b>Sub Total- 1 Ex Vat</b>			

**Year Two.**

<b>Item Description</b>	<b>Expected Quantity</b>	<b>Rate</b>	<b>Price</b>
<b>Fire Detection System Service</b>	<b>12</b>		
<b>Gas Suppression system Service</b>	<b>12</b>		
<b>Admin Cost</b>	<b>12</b>		
<b>Vehicle Cost</b>	<b>12</b>		
<b>Health and Safety Audits</b>	<b>4</b>		
<b>Sub Total- 2 Ex Vat</b>			

An escalation of 5% CPI to be used From Year One.

**Year Three.**

Item Description	Expected Quantity	Rate	Price
Fire Detection System Service	12		
Gas Suppression system Service	12		
Admin Cost	12		
Vehicle Cost	12		
Health and Safety Audits	4		
<b>Sub Total- 3 Ex Vat</b>			

An escalation of 5% CPI to be used From Year Two.

Year Four.

Item Description	Expected Quantity	Rate	Price
Fire Detection System Service	12		
Gas Suppression system Service	12		
Admin Cost	12		
Vehicle Cost	12		
Health and Safety Audits	4		
<b>Sub Total- 4 Ex Vat</b>			

An escalation of 5% CPI to be used From Year Three.

Year Five.

Item Description	Expected Quantity	Rate	Price
Fire Detection System Service	12		
Gas Suppression system Service	12		
Admin Cost	12		
Vehicle Cost	12		
Health and Safety Audits	4		
<b>Sub Total- 5 Ex Vat</b>			

An escalation of 5% CPI to be used From Year Four.

**ADHOC COSTS.**

ADHOC cost will not form part of the fixed costs and will be as per the table shown below. For all planned work a quotation will be required before the work commencement and all emergency works, permission to carry the works outside the fixed contract service will be obtained from the HOD and these works shall be closed within 24 hours.

**LABOUR RATES**

Skill	Normal Hourly Rate	After Hours Hourly Rate			
		Weekdays	Saturdays	Sundays	Public Holiday
Site Supervisor					
Commissioner / Technician					
Commissioner / Technician					
Cabler / Assistant					
Cabler / Assistant					

**Mark-up**

Cost	Mark-up
R 0 – R 2 000	15%
R 2001- R10 000	15%
R 10 001- R50 0000	10%
Over R50 0000	5%

### PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
	Total number of pages	

# PART C3: EMPLOYER'S SERVICE INFORMATION

## Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

<b>Part 3: Scope of Work</b> .....	Error! Bookmark not defined.
<b>C3.1: Employer's service Information</b> .....	Error! Bookmark not defined.
<b>1 Description of the service</b> .....	<b>3</b>
1.1 Executive overview .....	3
1.2 <i>Employer's</i> requirements for the <i>service</i> .....	3
1.3 Interpretation and terminology .....	9
<b>2 Management strategy and start up.</b> .....	<b>10</b>
2.1 The <i>Contractor's</i> plan for the <i>service</i> .....	10
2.2 Management meetings .....	10
2.3 <i>Contractor's</i> management, supervision and key people .....	11
2.4 Provision of bonds and guarantees .....	11
2.5 Documentation control.....	11
2.6 Invoicing and payment.....	11
2.7 Contract change management .....	12
2.8 Records of Defined Cost to be kept by the <i>Contractor</i> .....	12
2.9 Insurance provided by the <i>Employer</i> .....	12
2.10 Training workshops and technology transfer.....	12
2.11 Design and supply of Equipment.....	12
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use .....	13
2.12.1 Equipment.....	13
2.12.2 Information and other things .....	13
2.13 Management of work done by Task Order .....	13
<b>3 Health and safety, the environment and quality assurance</b> .....	<b>13</b>
3.1 Health and safety risk management .....	13
3.2 Environmental constraints and management .....	14
3.3 Quality assurance requirements .....	14
<b>4 Procurement</b> .....	<b>14</b>
4.1 People.....	14
4.1.1 Minimum requirements of people employed.....	14
4.1.2 BBBEE and preferencing scheme .....	14
4.2 Subcontracting .....	14
4.2.1 Preferred subcontractors .....	14

4.2.2	Subcontract documentation, and assessment of subcontract tenders .....	15
4.2.3	Limitations on subcontracting .....	15
4.2.4	Attendance on subcontractors .....	15
4.3	Plant and Materials .....	15
4.3.1	Specifications .....	15
4.3.2	Correction of defects .....	15
4.3.3	<i>Contractor's</i> procurement of Plant and Materials .....	15
4.3.4	Tests and inspections before delivery .....	15
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i> .....	16
<b>5</b>	<b>Working on the Affected Property.....</b>	<b>17</b>
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	18
5.2	People restrictions, hours of work, conduct and records.....	18
5.3	Health and safety facilities on the Affected Property .....	18
5.4	Environmental controls, fauna & flora.....	19
5.5	Cooperating with and obtaining acceptance of Others.....	19
5.6	Records of <i>Contractor's</i> Equipment.....	19
5.7	Equipment provided by the <i>Employer</i> .....	19
5.8	Site services and facilities.....	19
5.8.1	Provided by the <i>Employer</i> .....	19
5.8.2	Provided by the <i>Contractor</i> .....	19
5.9	Control of noise, dust, water and waste .....	19
5.10	Hook ups to existing works .....	19
5.11	Tests and inspections .....	20
5.11.1	Description of tests and inspections .....	20
5.11.2	Materials facilities and samples for tests and inspections .....	23
<b>6</b>	<b>List of drawings.....</b>	<b>24</b>
6.1	Drawings issued by the <i>Employer</i> .....	24



## **Description of the service**

### **Executive overview**

The purpose is to maintain the serviceability and operation ability of the Fire Detection System at CTIA in a sustainable manner, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

### **Employer's requirements for the service**

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution FDS system works. The Contractor shall comply with the Minimum Staffing Scheduling at all times - as stipulated in the section titled "Minimum requirements of people employed". This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and is sufficient to maintain the required service levels.

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 trustworthy of the FDS system activities/ procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminally activities is immediately removed from site and his permit returned and / or cancelled at the ACSA Permit Office.

The Contractor will maintain the Fire Detection System at CTIA. It is crucial for the contractor to note that CTIA is a National Key Point and governed as such. The system located in the following areas:

Terminal Buildings (Terminal 1 &2, CTB, Terminal 5).

Office Buildings (SOB, Power & Lighting, Fire station)

All remote Substations and Plantrooms

Parkade Buildings

Cargo Warehouses excluding SA Cargo Buildings

Oval Building

Airfield buildings

Foxtrot 8 Locker Rooms

VIP (Protocol Lounge)

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.

## Scope of Work:

CTIA FDS Equipment to be maintained.

The CTIA Fire Detection installation comprises of the following equipment:

40 x Ziton Panels (4 Master Panels and 36 Slave panels)

3000 x Optical detector

500 x Heat Detectors

343 x Breakglass Unit

236 x Optical Sounders

98 x CO2 Gas Bottles

5 x Nitrogen Gas Bottles

34 x HFC227 Gas Bottles

Interface to Ancillary equipment

104 Batteries

## Daily Inspection and Faults Elimination

The contractor will be required to conduct daily inspection in all panels; all faults are to be eliminated before the end of that day unless waiting for spares which did not form the part of stock keeping. Major faults e.g. loop faults: open loops communication faults etc will be fixed immediately once ACSA representative has been informed, detailed report to be submitted detailing the failure, its cause, and steps to be taken to prevent re-occurrence.

## Periodic maintenance of complete system

The system in use is a combination of Ziton and Aritech Products. Work and servicing conducted on these systems will be conducted by a Contractor that has received training by the suppliers on the relevant products.

The Contractor shall maintain the following detectors and manual call points in all areas as per supplier specification at least Bi-Annual as follows:

Addressable detectors

Conventional manual call points

Conventional manual call points

Maintenance shall include inspection of equipment for operations, adjustment for correct positioning and cleaning of equipment.

Fire detectors will be activated and checked for operation

Control modules in main control panel will be removed, cleaned, and tested.

Cable termination's will be checked and tightened

Ensure that all panel's report to the Maestro System and that the correct alarms reflect on the Maestro system

Ensure that the links between the Fire Systems and other control systems are operational and ensure that all systems are functional as per the Rational Fire Design

Panel under maintenance must be isolated from the entire network, to avoid alarms because of these tests.

The frequency of the maintenance tasks may vary depending on operational requirements. Cleanliness and functioning of detectors shall be evaluated and the interval between services adjusted accordingly.

Contractor must ensure that all detectors and manual call points are at least serviced bi-annually, all serviced detector and call point lists to date to be submitted to ACSA representative monthly.

Periodic testing of system functionality Co2

The Contractor shall test full system functionality Bi-Annually. A schedule of such tests shall be supplied by the Contractor. Testing should be conducted on the following panels and control unit:

Addressable gas control units

Conventional gas control units

Addressable fire panels

Conventional fire panels

Gas panels

Deluge systems

Global control panels

Visual and audible alarms associated with the area will be tested and checked for correct operation.

Control signals to remote stations and equipment within the airport will be tested.

Check the integrity of the wire centres and test the correct operation of the seal curtains in the sub stations quarterly

The end to end test (communication link test) for Ziton systems shall be conducted on the selected areas on a Monthly basis with double knock activation as follows:

Between panels and main panel in the OCC helpdesk (for Ziton only)

Between panels and CTIA Fire station,

Communication with Maestro System

Functional tests on all auxiliaries controlled by the Fire detection System, such as lifts, escalators,

Extraction fans, fire doors, roller shutter doors, audible alarms, PA systems and air-conditioning shutdown.

These tests to be checked against the Rational Fire Design for the airport and all deviations to be reported by the contractor.

Each area of the airport will receive a functional end to end test within a period of 1 year.

It should be noted that all tests to be conducted must be communicated via ACSA representative to inform all affected stakeholders. All tests involving double knock should be conducted after the last scheduled flight.

Maintenance on Fire Detection Sensors.

The Contractor shall compile and maintain an inventory of sensors that falls outside the manufacturer's prescription of serviceability and include the date of installation and location of each sensor.

The Contractor shall upon direction from ACSA replace these sensors as part of the maintenance requirement of the contract. ACSA will be responsible for supplying these sensors to the Contractor for this purpose.

The Contractor is to maintain an accurate and updated inventory of all fire detection and gas suppression systems and all it relevant accessories at ACSA

Maintenance on Standby Batteries:

The Contractor must replace standby batteries utilized by the detection system, once every 18 (eighteen) months or when deemed unserviceable, whichever comes first. Each battery is to be engraved with the date the battery came into use. Batteries cost will be covered by ACSA. The number of batteries currently in use at ACSA is 104. A register is to be kept by the Contractor with numbers, locations and replacement dates and needs to be submitted to the ACSA representative for perusal upon request.

Batteries will be checked generally, and electrolyte replenished.

Power supply units will be checked for satisfactory operation.

Hydrostatic Testing & Inspection.

Hydrostatic testing and inspections will be done on any of the Gas, CO2 cylinders and flexi-hoses on their due date during the contract period. ACSA will be responsible for payment of these tests to the Contractor for this purpose. When discharge of a system occurred, the following rules apply:

A hydrostatic test is to be done immediately should the previous hydrostatic test be older than 10 Years; or during hydrostatic testing recharging, the Contractor shall replace all indicator gauges.

Bursting discs on gas cylinders:

The Contractor is to advise ACSA about any changes in statutory requirements about the frequency of hydrostatic tests and inspections.

The Contractor is to construct blow-off systems at the Contractor's lay-down area. ACSA will be responsible for replacing and refilling any cylinders and/or flexi-hoses that fail their hydrostatic testing and inspection.

FM200 gas suppression system release will be tested for satisfactory operations/signal if applicable

FM200 gas suppression system delay mechanism will be tested, if applicable

Contractor must ensure that a penetration seal in the wire centres is intact and seal curtains in the substations are operational.

Quality Control and Reporting:

The contractor shall provide a complete set of reports and control documents in accordance with the contractors ISO 9001 certification, to manage the report process and action all aspects of the maintenance program. The maintenance report will be made up by the following reports:

Maintenance schedules

Service reports

Test reports

Download reports

Feedback reports.

Fix system reports.

Repairs reports.

New installation reports (where applicable).

Hand-over reports (where applicable).

Health and safety reports

Download the technical alarms on the Maestro system on a weekly basis and clear the alarms within the specified Service Level times

The contractor shall report to ACSA on a monthly basis with a monthly report. The updated documents and the issues raised from these reports will be fully discussed and raised to ACSA regarding the contract.

Training :

The Contractor shall provide training to users of fire detection and gas suppression systems as and when required.

Note: Copies of the documentation are kept in the ACSA: Maintenance and Engineering library and are immediately available.

Extent of the works:

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to the standard and frequency as required by the Original

Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations

Upon arrival at Employer's premises at the pre-arranged time, the Contractor shall report to the Employer's representative and attend to any matters which may necessitate action.

Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive written service report in respect of Fire Detection System visit, listing all activities undertaken, additional work performed and consumables used and submit this report to the Employer's representative for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval. Detailed maintenance (Work Orders) sheets shall be completed for after service.

It should be noted that the preventive maintenance amount should include all standby fees, permit, cell phone support and normal maintenance related spares.

The contractor should, always, stock any replacement parts necessary for the execution of the Works. The principle that applies to stock-keeping is that down-time on equipment should be kept to a minimum. Therefore, all consumables that might be necessary for the execution of the works shall be readily available at the airport premises.

The contractor should guarantee the availability of any major spare parts - priority one spare parts (e.g. detectors, batteries, magnetic locks, network cards etc.) to be on site within 24 hours (calculated from the time the breakdown is reported).

The contractor should list exclusions, if any, to the above with the maximum time necessary to acquire this spare part.

The works is located at Cape Town International Airport at various locations in restricted and access-controlled areas.

Standards and specifications

Contractor must conduct maintenance according to and comply with the following requirements:

- FDIA registered or similar recognised association

- SANS 10139 Part 1

- SANS 10139 Part 2

- SANS 101400

- SANS 14520 Part 1-15

- ISO 9001

- OEM Maintenance Manuals

Specific Maintenance:

Essential Power Audits

A team from the Fire Detection System contractor will be required to attend a six monthly Essential Power Audit which is carried out after hours between 23:00 and 05:00, it must be understood that the essential power audit is conducted by the Electrical appointed contractor by ACSA, a FDS contractor is solely expected to oversee and contribute on the behaviour of the Fire Detection System during these biannual audits.

## Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
FDIA	Fire Detection Installers Association
SANS	South African National Standards
ISO	International Standards Organization
OEM	Original Equipment Manufacturer
FDS	Fire Detection System

## Management strategy and start up.

### The Contractor's plan for the service

In the TSC3 the Contractor's plan is his "design" for performing the service throughout the service period. Section 2 of the conditions of contract describes what the Contractor is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the Contractor's plan will depend on whether the Contractor is required to develop a plan in accordance with the Employer's broad outline of the service or whether the Employer has provided a plan for the Contractor to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the Contractor's plan.

Use this section to describe any particulars which must be taken into account by the Contractor in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the Contractor's plan.

#### Management of the works

All work shall conform to all relevant SANS standards and FDS system, OHS ACT regulations and all other legislation that might be relevant to this Contract or the execution thereof.

In addition, all work shall be carried out in accordance with prevailing industry norms and best practice as well as OEM requirements

#### Planning and programming on FDS System

All maintenance work shall be scheduled and a schedule 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 airport operations

#### Quality plans and control

The Contractor must execute all maintenance work according to FDS quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft technical report from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards

## Management meetings

The conditions of contract (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the service, it is probably beneficial for the Service Manager to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management, safety audit on monthly basis and other issues that may arise from time to time otherwise is as schedule below. As far as is practicable, the Contractor will make the required persons available for these meetings. The Contractor shall not submit claims for payment for attending any of these meetings

The following text could be used as a model for this section:



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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly every first week	Power and lighting or Contractor's office	Employer (Maintenance Coordinator) and Contractor
Overall contract progress and feedback	Monthly every first week	Power and lighting or Contractor's office	Employer (Maintenance Coordinator) and Contractor
H&S Monthly Meeting	To be Confirmed	Safety Offices	Contractor and ACSA Safety Officer

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

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

### **Contractor's management, supervision and key people**

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

The contractor will have 5 personnel on site at all the times. The personnel will comprise of the following roles and their respective qualifications:

- Site supervisor
- Technicians (2)
- Assistant Technicians (2)

### **Provision of bonds and guarantees**

None

### **Documentation control**

All contractual communications will be in the form of properly compiled letters or forms attached to emails or hand deliveries and not as a short message. The communication should have proper title, dates and who is the originator

### **Invoicing and payment**

Include a list of information which is to be shown on an invoice as per the example given below.

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ Mr. Nyaniso Yeko \_\_\_\_\_

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title; Fire Detection System Maintenance and Service for a Period of 5 years

*Contractor's* VAT registration number;

The *Employer's* VAT registration number \_\_\_\_\_ 4250165810 \_\_\_\_\_;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

## Contract change management

The contract additions or exclusion can only happen through an addendum signed by both parties.

## Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

## Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

Refer to Insurance Clauses

## Training workshops and technology transfer

The Contractor shall provide training to users of fire detection and gas suppression systems as and when required.

## Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without

delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

None

## Things provided at the end of the *service period* for the *Employer's* use

### Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

The contractor will do a full audit of the system and a hand over procedure between the existing and the newly appointed contractor

### Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

## Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

X19 is not applicable so thus it is not applicable

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

## Health and safety, the environment and quality assurance

### Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Employer* may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below

provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The *Contractor* shall comply with the health and safety requirements contained in Annexure Part C1 to this Service Information.

## Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure Part C1

## Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

The works will be carried out to ensure legislation is not violated

## Procurement

None

## People

### Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

In the event of any form of industrial or other action, the contractor is to submit contingency plans ensuring that the schedule will be completed on time

### BBBEE and preferencing scheme

The contractor will continue to follow the BBBEE Act and DTI Code as per the B-BBEE

## Subcontracting

### Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

This contract does no use of any sub-contractor but where it is required this must be endorsed by the employer

### Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

All documentation and required applicable to the contractor are applicable to the sub-contractor

### Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

None

### Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

None

## Plant and Materials

### Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

This will be a tender specification

### Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

All defective equipment will be assessed for any repairs and life cycle costing will be performed to quantify useful life after repairs. Where the equipment is still with its warranty period replacement will be required

### Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Procurement of equipment will be done through the Maintenance Coordinator

### Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

Certification of compliance to legislation and certification confirmation of the integrity of tests

**Plant & Materials provided “free issue” by the *Employer***

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

None

## Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Affected Property.

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels where a Non-conformance will be considered, attached in Annexures..

### Overall system performance

The contractor shall maintain an overall system Availability of 99% for each month. The total installed system (to calculate Availability) will be determined by the number of Amplifiers and microphones in operation

Availability = Total Downtime (hrs) of all FDS units as referenced to the total units per respective month

### Response Times

95% of all breakdowns shall be responded to within 45 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

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

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

### Closure Duration

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

95% of all breakdowns will be restored to good working condition within 1.5 hours, unless a special agreement exists with the Maintenance Manager or his designated representative

In the event of FDS being unavailable, it will be the sole responsibility of the Contractor to advise the ACSA helpdesk and the Maintenance Coordinator or his designated representative immediately

Consistent non-compliance to contracted response time for three consecutive months will result in a Penalty of R5000 (Five thousand rand) for each month after the third month until the specific service level is achieved.

### Penalty:

#### Failure to meet service levels

a. Response time: Consistent non-compliance to contracted response time for three consecutive months will result in a Penalty of R5000 (Five thousand rand) for each month after the third month until the specific service level is achieved

b. Closure Duration: Consistent non-compliance to contracted closure times on more than three occasions within a 30-day period, will result in a penalty of R1500.00 (One thousand five hundred rand) and R5000 (five hundred rand) for each non-compliance after the third offence until the specific service level is achieved

c. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts

d. Safety and housekeeping: Should the number of infringements exceed the benchmarked amount; an R2000.00 (two thousand rand) penalty will be retained from the following month's invoice.

Non Conformance Report				ME DOC 200610/01
Contractor name				
Contract/Service description				
Contract number		Reference document   IMC correspondence and emails		
Number of non-conformances already issued against the contractor		4		
Location of Non-conformance		Cape Town International Airport		
Description of Non conformance: *				
ACSA Representative's Department				
ACSA Representative Name		Signature	Date	Response date required
ACSA Representative's Email Address		Telephone	Cell	Facsimile
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance				
Recipient/Reps Name		Signature	Title	Date
Email address		Telephone	Cell	Facsimile
CONTRACTOR'S RESPONSE:				
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence		
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:		
Recipient/Reps Name		Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action				
Comments			Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
Name		Signature	Title	Date
CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements				
Recipient/Reps Name		Signature	Title	Date Implemented
ACSA Representative: Follow up and close out			Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
Comments				
Name		Signature	Title	Date

Non Conformance Report		ME DOC 200610/01
<b>NON CONFORMANCE REPORT (NCR) PROCESS</b>		
1	The <b>ACSA representative</b> notices any irregularity concerning contractor performance, quality, deviation from contract, etc and fills out this form.	
2	The <b>ACSA representative</b> completes the first part of the form and issues it directly to the <b>Contractor's representative</b> .	
3	The <b>Contractor's representative</b> signs acceptance and understanding of the NCR	
4	The <b>ACSA representative</b> gives a copy of this signed NCR to the M&E managers office for filing and noting.	
5	The <b>Contractor's representative</b> informs his relevant internal management of the NCR, and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.	
6	The <b>Contractor's representative</b> submits the response e-mail / fax :to the <b>ACSA representative</b> for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.	
7	The <b>ACSA representative</b> informs the <b>Contractor's representative</b> of the result of the evaluation, by responding via e-mail / fax.	
8	Note: If the response is not adequate, the <b>Contractor's representative</b> must resubmit a solution.	
9	Upon completion of the corrective action and verification thereof, the <b>Contractor's representative</b> then informs the <b>ACSA representative</b> by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.	
10	The <b>ACSA representative's</b> relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.	
11	The <b>ACSA representative</b> returns the concluding results to the <b>Contractor's representative</b> via e-mail / fax.	
12	If the original situation still exists, and the NCR can not be closed out, the <b>ACSA representative</b> or relevant personnel/raises a new NCR, and the same procedure as above is repeated.	
13	Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.	
14	These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.	
<b>Note:</b> • All parties shall ensure that no delays are caused in the above chain of events.		
* The shaded areas are to be completed by the <b>Contractor's representative</b>		

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

Some sites have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

The works will be taking care all around CTIA both Airside and Landside; it is the contractor's responsibility to ensure all workers have permits for access to airside and all required access in other areas. The contractor will further ensure, all moving machinery including the vehicle to comply with airside regulations

## People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

The Maintenance Coordinator shall have access to contractor's records of people working on the site

## Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

This will be in accordance to the safety file that will be submitted



## Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

## Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

## Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

No stationery equipment will be stored at the area of works outside the allocated time of work. For any major works, the area of works will be made safe for the system to maintain relevant alarms

## Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

None

## Site services and facilities

### Provided by the Employer

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

### Provided by the Contractor

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

## Control of noise, dust, water and waste

State requirements, if any.

All worker to have PPE

## Hook ups to existing works

## Tests and inspections

### Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

#### Daily Inspection and Faults Elimination

Contractor will be required to conduct daily inspection in all panels; all faults are to be eliminated before the end of that particular day unless waiting for spares which did not form the part of stock keeping. Major faults e.g. loop faults; open loops communication faults etc will be fixed immediately once ACSA representative has been informed, detailed report to be submitted detailing the failure, its cause and steps to be taken to prevent re-occurrence.

#### Periodic maintenance of complete system

The system in use is a combination of Ziton and Aritech Products. Work and servicing conducted on this system will be conducted by a Contractor that has received training by the suppliers on the relevant products.

The Contractor shall maintain the following detectors and manual call points in all areas as per supplier specification at least Bi-Annual as follows:

Addressable detectors

Conventional detectors

Addressable manual call points

Conventional manual call points

Maintenance shall include inspection of equipment for operations, adjustment for correct positioning and cleaning of equipment.

Fire detectors will be activated and checked for operation.

Control modules in main control panel will be removed, cleaned and tested.

Cable termination's will be checked and tightened.

Ensure that all panel's report to the Maestro System and that the correct alarms reflect on the Maestro system.

Ensure that the links between the Fire Systems and other control systems are operational and ensure that all systems are functional as per the Rational Fire Design

Panel under maintenance must be isolated from the entire network, to avoid alarms as a result of these tests.

The frequency of the maintenance tasks may vary depending on operational requirements. Cleanliness and functioning of detectors shall be evaluated and the interval between services adjusted accordingly. Contractor has to ensure that all detectors and manual call points are at least serviced bi-annually, all serviced detector and call point lists to date to be submitted to ACSA representative monthly.

Periodic testing of system functionality Co2

The Contractor shall test full system functionality Bi- Annually. A schedule of such tests shall be supplied by the Contractor. Testing should be conducted on the following panels and control unit:

Addressable gas control units

Conventional gas control units

Addressable fire panels

Conventional fire panels

Gas panels

Deluge systems

Global control panels

Visual and audible alarms associated with the area will be tested and checked for correct operation

Control signals to remote stations and equipment within the airport will be tested.

Check the integrity of the wire centres and test the correct operation of the seal curtains in the sub stations quarterly.

The end to end test (communication link test) for Ziton systems shall be conducted on the selected areas on a quarterly basis with double knock activation as follows:

Between panels and main panel in the OCC helpdesk (for Ziton only)

Between panels and CTIA Fire station,

Communications with Maestro System

Functional tests on all auxiliaries controlled by the Fire detection System, such as lifts, escalators,

Extraction fans, fire doors, roller shutter doors, audible alarms, PA systems and air-conditioning shutdown.

These tests to be checked against the Rational Fire Design for the airport and all deviations to be reported by the contractor.

Each area of the airport will receive a functional end to end test within a period of 1 year.

It should be noted that all tests to be conducted must be communicated via ACSA representative in order to inform all affected stakeholders. All tests involving double knock should be conducted after the last scheduled flight.

#### Maintenance on Fire Detection Sensors

The Contractor shall compile and maintain an inventory of sensors that falls outside the manufacturer's prescription of serviceability and include the date of installation and location of each sensor.

The Contractor shall upon direction from ACSA replace these sensors as part of the maintenance requirement of the contract. ACSA will be responsible for supplying these sensors to the Contractor for this purpose

#### Inventory of Equipment

The Contractor is to maintain an accurate and updated inventory of all fire detection and gas suppression systems at ACSA

#### Maintenance on Standby Batteries

The Contractor has to replace standby batteries utilized by the detection system, once every 18 (eighteen) months or when deemed unserviceable, whichever comes first. Each battery is to be engraved with the date the battery came into use. Batteries cost will be covered by ACSA. The number of batteries currently in use at ACSA is 104. A register is to be kept by the Contractor with numbers, locations and replacement dates and needs to be submitted to the ACSA representative for perusal upon request.

Batteries will be checked generally and electrolyte replenished.

Power supply units will be checked for satisfactory operation.

#### Hydrostatic Testing & Inspection

Hydrostatic testing and inspections will be done on any of the Gas, CO2 cylinders and flexi-hoses on their due date during the contract period. ACSA will be responsible for payment of these tests to the Contractor for this purpose. When discharge of a system occurred, the following rules apply:

A hydrostatic test is to be done immediately should the previous hydrostatic test be older than 10

Years; or during hydrostatic testing recharging, the Contractor shall replace all indicator gauges

Bursting discs on gas cylinders.

The Contractor is to advise ACSA about any changes in statutory requirements with regard to the frequency of hydrostatic tests and inspections.

The Contractor is to construct blow-off systems at the Contractor's lay-down area. ACSA will be responsible for replacing and refilling any cylinders and/or flexi-hoses that fail their hydrostatic testing and inspection.

FM200 gas suppression system release will be tested for satisfactory operations/signal if applicable.

FM200 gas suppression system delay mechanism will be tested, if applicable.

Contractor has to ensure that a penetration seal in the wire centres is intact and seal curtains in the substations are operational.

**Quality control and Reporting**

The contractor shall provide a complete set of reports and control documents in accordance with the contractors ISO 9001 certification, to manage the report process and action all aspects of the maintenance program. The maintenance report will be made up by the following reports:

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**Materials facilities and samples for tests and inspections**

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

NUMBER	DESCRIPTION	STOCK CODE	QTY of	Available on site
	<b>FIELD EQUIPMENT</b>			
1.01	4 Loop analogue control panel [ZP3-4L]	71501	No.	1
2.01	Optical Sensors [ZP730-2]	10401	No.	50
3.01	Flush Mount Red Analogue Callpoint	172101	No.	10
4.01	6" Fire Bell for indoor use	AB360	No.	2
5.01	2 J Xenon beacon, Red Shallow Base	FA360	No.	2
6.01	Fire Sounder Multi Tone	AS364	No.	2
7.01	Extinguishing Control Panel	80001-ZT	No.	1
8.01	Network Card [ZP3AB-NET1]	48501	No.	5
9.01	Heat Detectors	101501	No.	10
10.01	A50E- 2 A-Series Mini Relay Unit	99102	No.	5
11.01	A45E-2 A -Series interface unit	99102	No.	5
12.01	Battery 12V 26 AH	BS129N	No.	2
13.01	Green BGU		No.	5
14.01	Maglocks		No.	2
15.01	CPU Boards		No.	2



## **PART C4: SITE INFORMATION**

The system is located the following areas:

Terminal Buildings (Terminal 1 &2, CTB, Terminal 5, wire centers).

Office Buildings (SOB, Power & Lighting, Fire station).

All remote Substations and Plantrooms.

Parkade Buildings.

Cargo Warehouses excluding SA Cargo Buildings.

Oval Building.

Airfield buildings.

FedEx.

Foxtrot 8 Locker Rooms.

VIP (Protocol Lounge).

The CTIA Fire Detection installation comprises of the following equipment:

40 x Ziton Panels (4 Master Panels and 36 Slave panels)

3000 x Optical detector

500 x Heat Detectors

343 x Breakglass Unit

236 x Optical Sounders

98 x CO2 Gas Bottles

5 x Nitrogen Gas Bottles

34 x HFC227 Gas Bottles

Interface to Ancillary equipment

104 Batteries

Below is the table with the fire equipment panels for CTIA.

Panel Number	Panel Type	Areas covered by Panel &	Location
1	ZP3	CTB Ground FL	GROUND FLOOR W/C G2
2	ZP3	1ST FLOOR	1st FL W/C 1.4
3	ZP3	1ST FLOOR	1st FL W/C 1.2
4	ZP3	3RD FLOOR	3RD FL W/C 3.1
5	ZP3	4TH FLOOR	4TH FL W/C 4.1
6	ZP3	Airside Buggage sortation-	GROUND FLOOR W/C G2
7	ZP3	CTB Domestic Departures and Arrivals-	1ST FLOOR DOMESIC PASSAGE W/C 1.7
8	ZP3	Backup to Panel 5 -	4TH FLOOR W/C 4.1
9	ZP3	Parkade 2	W/C
10	ZP3	Oval bussiness park -	Security guardhouse entrance
11	ZP3	Bus roadway	
12	ZP3	Icon Lounge	
13	ZP3	Parkade 1 Offices Fist floor.	GROUND FLOOR P1 W/C
14	ZP4	FEDEX New Building	
15	ZP3	Fox 8 locker rooms-	Fox 8 Entrance
16	ZP3	1st floor SOB-	1ST FLOOR W/C IT
17	ZP3	Fire Station -	Tower
18	ZP3	Parkade 2 -	Ground FLOOR W/C
19	ZP3	VIP	VIP SERVER ROOM
21	ZP3	T2 Border Control -	TERMINAL 2 PA W/C
22	ZP3	Parkade 1 -	Ground floor W/C
23	ZP3	My city standalone-	MY CITI TICKET OFFICE
24	ZP3	Car Rentals -	HERTZ DB ROOM
25	ZP3	Terminal 1	AC PLANT ROOM



26	ZP3	Terminal 1 -	AC PLANT ROOM
27	ZP3	T2 Boarder Police -	TERMINAL 2 PA W/C
28	ZP3	Terminal 5 -	1ST FLOOR
29	ZP3	Power& lighting -	Next to Female Toilets
30	ZP3	Loc 01	Loc 01
31	ZP3	glide path 01	glide path 01
32	ZP3	Maestro CTB -	4TH FLOOR HELP DESK
33	ZP3	Tacan	Tacan
34	ZP3	glide path 19	Glidepath19
35	ZP3	Loc 19	Loc 19
37	ZP3	S-Band	S-Band
38	ZP3	Air Frank	Air Frank
39	ZP3	Sub 19	Sub 19
40	ZP3	Cargo	Cargo
41	ZP3	2 Alpha Sub	2 Alpha Sub
43	ZP3	SOB -	Ground Floor next to electrical DB
44	ZP3	SOB -	Ground Floor next to electrical DB
45	ZP3	Sub 01	Sub 01



Annexure