

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT REFERENCE NUMBER: COR8204/2026/RFP

TITLE OF PROJECT: The provision of **Sixty (60) months** of comprehensive system management, billing support, tariff management, software maintenance, on-premises application and database support, data management and backup services, utilities analytics reporting, cybersecurity management, preventative and corrective maintenance, asset management and lifecycle support for the Automated Meter Reading (AMR) water and electricity metering system, running concurrently with the AMR system implementation phase at OR Tambo International Airport and Bram Fischer International Airport.

NEC3: TERM SERVICE CONTRACT (TSC) – Cluster 1

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo international Airport and Bram Fischer International Airport,

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for the provision of **Sixty (60) months** of comprehensive system management, billing support, tariff management, software maintenance, on-premises application and database support, data management and backup services, utilities analytics reporting, cybersecurity management, preventative and corrective maintenance, asset management and lifecycle support for the Automated Meter Reading (AMR) for Water and Electricity metering system, running concurrently with the AMR system implementation phase at OR - Tambo and Bram Fischer International Airports.

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Part C1 Agreements and Contract Data

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Sixty (60) Months of comprehensive system management, billing support, tariff management, software maintenance, On-premises application and database support, data management and backup services, utilities analytics reporting, Cybersecurity management, preventative and corrective maintenance, asset management and Lifecycle support for the Automated Meter Reading (AMR) for Water and Electricity metering system, running concurrently with the AMR system implementation phase at OR – Tambo and Bram Fischer International Airports.

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

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

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

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

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)

Name and
signature
of witness signature



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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

for the Employer

Signature Date

Name Capacity

Airports Company South Africa SOC Limited
 Western Precinct, Aviation Park,
 O.R. Tambo International Airport,
 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

Name of witness signature

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
2 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
3 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
4 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
5 Subject .....	.....
Details .....	.....
.....	
.....	

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

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



1 For the Tenderer:

2 For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Fifth, the additional conditions of contract under these Z clauses

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

General Conditions of Contract

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

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

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

C1.2a: Contract Data Provided by *Employer*

- Part One - Data provided by the *Employer*

Clause	Statement Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option: and secondary Options: A: Priced contract with price list W1: Dispute resolution procedure X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order X20: Key performance indicators Z: Additional conditions of contract of the NEC3 Term Service Contract (April 2013)
10.1	The <i>Employer</i> is: Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa. Address Registered office at Airports Company South Africa (ACSA) SOC, Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632. Tel No. (+27) 11 723 1400
10.1	The <i>Service Managers</i> are: The Service Manager for Cluster 1 Airports, OR Tambo and Bram Fischer International Airport is: Jobe Zulu

11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexure thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Properties</i> are	Airports Company South Africa SOC Limited sites: Bram Fischer International Airport, O R Tambo International Airport.
11.2(13)	The <i>service</i> is	System Management and Preventative Maintenance for the fully functional AMR systems across ACSA Airports, for a period of 60 Months, as more fully set out in section "C3 Service Information".
11.2(14)	The following matters will be included in the Risk Register	1. Access to Site – permits delays, implementation timing and logistics, 2. Spare Parts Management, 3. Technical Competency, 4. Service Level Agreement - Refer to Service Level Requirements for more detail, 5. Health and Safety hazards, 6. Live operations, and Site constraints, 7. Financial risks.
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Five (5) working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks from the date of commencement for ACSA approval and acceptance
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by both parties
30.2	The <i>Service Period</i> is	Sixty (60) Months from signing of the contract by ACSA.

4	Testing and Defects	No data is required for this section of the conditions of contract
42.2	The defects date is	Fifty-Two (52) weeks after Completion of the whole of the works.
43.1	The defects correction period is	Four (4) weeks
5	Payment	
50.1	The <i>assessment interval</i> is on the	The amount due shall be assessed at each payment assessment date, which occurs every Four (4) weeks (or at monthly intervals as stated in the Contract Data), prior to the Project Manager issuing the payment certificate. The Contractor shall not be entitled to any upfront or early payment, or payment prior to the certification of completed work by the Project Manager in accordance with the Payment provisions of this Contract. Advance payments are restricted by the Public Finance Management Act (PFMA), National Treasury Regulations, and contract conditions, and may only be made where contractually permitted and supported by an approved Advance Payment Guarantee.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	Four to Six (4-6) weeks after the receipt of the tax invoice and signed payment certificate.
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these additional insurances	<i>The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:</i> • <i>Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).</i> • <i>Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.</i>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than:	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is:	Arbitration
W1.4	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa

W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X2	Changes in the law	No data is required for this secondary Option
X7	Delay Damage	
	Delay damages of the <i>service</i> is	0.05% per day up to a limit of 10% of the contract value.
X17	Low service damages	As per the Service Information (C3) – Service Level Requirements
X17.1	The <i>service level table</i> is in	The Service Information,
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	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 losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects Correction, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person;

		infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
X19	Task Order	No data is required for this section of the conditions of contract.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X 20.1	The incentive schedule for Key Performance Indicators is in	As per the Service Information (C3) – Service Level Requirements
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	One (1) month

Z	The <i>additional conditions of contract</i> are	
	AMENDMENTS TO THE CORE CLAUSES	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service: Delete core clause 20.1 and replace with the following:	
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.	
Z3.	Other responsibilities: add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .	
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
Z4.	Termination	
Z4.1	Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.	
Z5	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:	
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: • Firstly, the <i>Service information</i> (C3) and Annexes thereto shall prevail; • Secondly the <i>Contract Data</i> (C1.2) and <i>Conditions of Contract</i>; • Thirdly the <i>General Conditions of Contract</i>; • Fourthly the <i>Pricing data</i>; • Fifth, the <i>additional conditions of contract</i> under these Z clauses • Lastly any schedules, drawings and other documents included with this agreement.	
Z5.2	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the <i>price schedule</i> or any delay to the end of the <i>service period</i> .	
Z6	Payment: Add the following at the end of core clause 51: 51.5 The <i>Employer</i> does not pay interest to the <i>Contractor</i> on a late payment resulting from the <i>Contractor's</i> failure to provide the <i>Employer</i> with a correctly rendered VAT invoice within the period stated in clause 51.1 above. 51.5 The <i>Employer</i> is entitled to deduct from or set off against any money due to the <i>Contractor</i>	

	- any sum due to the <i>Employer</i> from the <i>Contractor</i> or - any amount for which the <i>Contractor</i> is liable to pay to the <i>Employer</i> (whether liquidated or otherwise) arising under this contract.
	AMENDMENTS TO THE SECONDARY OPTION CLAUSES
Z7.	Changes in Law: Add the following clause to secondary option X2 as X2.2:
Z7.1	A change in law is defined as:
Z7.1.1	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the <i>law of the country</i> , and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
Z7.1.2	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i> , any subcontractor or any affiliate to the <i>Contractor</i> .
Z8.	Performance Bond: The following amendments are made to clause X13:
Z8.1	Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Service Manager</i> has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.
Z8.2	Add the following new clause as Option X13.2: The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>service period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>service period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>service period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security.
Z9	Limitation of liability: Insert the following new clause as Option X18.6:
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss or damage of any kind is limited to R0.00.
Z9.2	Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract.
	ADDITIONAL Z CLAUSES
Z10	Cession, delegation and assignment
Z10.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the <i>Contractor</i> .
Z10.2	The <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to any person or entity.
Z11	Joint and several liability

Z11.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this Contract.
Z11.2	The <i>Contractor</i> shall, within 1 week of the starting date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on its behalf.
Z11.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z12.	Ethics
Z12.1	The <i>Contractor</i> undertakes:
Z12.1.2	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z12.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z12.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z12.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
Z13	Confidentiality
Z13.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> , whose consent shall not be unreasonably withheld.
Z13.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z13.3	This undertaking shall not apply to –
Z13.3.1	information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this contract. The <i>Contractor</i> undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z13.3.2	information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z13.3.3	information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z13.4	The taking of images (whether photographs, video footage or otherwise) of the <i>services</i> or <i>Affected Property</i> or any portion thereof, in the course of providing the <i>services</i> or at the end of the service period requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .

Z13.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z14	<i>Employer's Step-in rights</i>
Z14.1	If the Contractor defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the Service Manager, the Employer, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the Contractor shall be borne by the Contractor.
Z14.2	The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Service Manager to achieve this end.
Z15	<i>Liens and Encumbrances</i>
Z15.1	The Contractor keeps the Equipment used to Provide the Service free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.
Z16	<i>Intellectual Property</i>
Z16.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
Z16.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the service.
Z16.3	The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the service for the purposes of constructing, repairing, demolishing, operating and maintaining the service or the Affected Property.
Z16.4	The written approval of the Contractor is to be obtained before the Contractor's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor's IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP.
Z16.5	The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
Z16.5.1	the Contractor's service;
Z16.5.2	the use of the Contractor's Equipment, or
Z16.5.3	the proper use of the Affected Property on which the service is provided.
Z16.6	The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z17	Dispute Resolution			
Z17.1	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	Panel of Adjudicators		
		Name	Location	Contact details (phone & e mail)
		Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
		Mr. Sam Amod	Gauteng	sam@samamod.com
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
Z17.2	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 ghandi@badela.co.za
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
		Mr. Sam Amod	Gauteng	sam@samamod.com
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
Z17.3	The following amendments are made to clause W1:			
Z17.3.1	Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract"			
Z17.3.2	The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:			
Z17.3.3	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."			

Z17.3.4	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
Z18	Day:
Z18.1	Any reference to a day in terms of this contract shall be construed as a calendar day.
Z19	Safety:
Z19.1	The Employer, Service Manager or any of his nominated representatives may stop any unsafe service. The Contractor does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the service is not a compensation event.
Z19.2	As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (OHS Act) as amended the Contractor agrees to the following:
Z19.2.1	As part of the contract, the Contractor acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
Z19.2.2	The Contractor furthermore agrees to comply with the requirements set forth by the Service Manager and agree to liaise with the Employer should the Contractor, for whatever reason, be unable to perform in terms of the clause Z18.
Z19.3	The Contractor acknowledges that it is an Employer in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.
Z20	Notification of a compensation event
Z20.1	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."
Z21	BBBEE and Tax Clearance Certificates
Z21.1	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.
Z22	Communication
Z22.1	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.
Z22.2	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.
Z23	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z23.1	As part of this contract the <i>Contractor</i> 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.

Part C1 Agreements and Contract Data

C1.2b Contract Data

- Part Two (2) - Data provided by the *Contractor***

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
11.2(8)	The direct fee percentage is:	%
	The subcontracted fee percentage is:	%
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended
1	Title	
	Name:	



Qualifications relevant to this contract

Experience

2

Title

Name:

Qualifications relevant to this contract

Experience

3

Title

Name:

Qualifications relevant to this contract

Experience

4

Title

Name:

Qualification relevant to this

Experience

11.2 The following matters will be 1.
 included in the Risk Register

2.

3.

4.

5.

6.

Part C1 Agreements and Contract Data

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence. The parties to this Agreement are:

Name of Organisation:	Name of Organisation:
1. Airport Company South Africa, OR. Tambo International Airport.	2. Airport Company South Africa, Bram Fischer International Airport.
Physical Address:	Physical Address:
1 Jones Road, Kempton Park, Johannesburg, Gauteng, 1632, South Africa	Airport Road, Bloemfontein, Free State, 9301, South Africa

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"



MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The 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 193

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatory shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatory shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.



7. Any personal protective equipment required shall be issued by the 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 OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed, and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.



ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of

.....(company name)
undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Part C1 Agreements and Contract Data

Part C1.4: Environmental Terms and Conditions Agreement

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

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

ISSUE	REQUIREMENT
	- Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal - Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). - All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. - Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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



I, _____ (name & surname) of _____

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

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

at: _____ (airport 1 name).

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

at: _____ (airport 2 name).

Part C2: Pricing Data

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

1.1. How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (12) The Price Schedule is the <i>Price Schedule</i> unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price Schedule which the <i>Contractor</i> has completed and
where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. |
|-------------------------------------|------------|--|

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

1.2. Function of the Price List

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

1.3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

1.4. Preparing the *price list*

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

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

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

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

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

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

6 All rates quoted as part of this bid will apply to Task Orders as and when required.

1.5. Format of the *price list*

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

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

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

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

1.6. 3rd Party Procured Items and Services:

- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
- Payment for this contract will be against proven cost.
- VAT shall not form part of mark-up calculations.
- ACSA shall provide the storeroom where the materials will be stored.
- The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- All material supplied must be SABS approved or any other internationally recognized safety and quality authority.
- The VAT portion must be indicated separately on all invoices.

1.7. Monthly, Quarterly, Six Monthly and Annual Maintenance costs

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

1.8. Critical Spares Holding

- Claim on the usage of Critical Spares Holding will be based on prior ACSA approval and proven cost approved by ACSA representative. Where the critical spares have been exhausted or spare is required, the 3rd party item/services mark-up rates on table below shall apply.
- All spare charges incurred under this contract shall be priced and invoiced at the landed cost, which includes all transportation, customs, duties and other related expenses.

1.9. Contract Rates

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

1.10. CPI on the Contract Rates

Contract rates will be increased/decreased (averaged over the 12-Month period) according to CPI. CPI value in the price list is used for estimation purposes the applicable CPI will be the CPI at the anniversary date of the contract.

1.11. Technical Standards and Manual:

The quality of maintenance work done must align with:

- Original Equipment Manufacturer maintenance requirements
- ACSA Metering Technical Specifications and Guidelines_D112MAN and its amendments.

1.12. Parking:

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

1.13. Permits:

- Please note that before working at any site, all personnel (all members of the contractor team, both from the main contractor and sub-contractors) will be required to be in possession of an ACSA permit.
- Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.
- The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the application process for permits.
- All employees will be checked for criminal records, and no permit will be granted to those with criminal records. Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.
- Permit costs will need to be paid up front by the successful bidder, and ACSA will reimburse against proof of payment, including handling fee (attendance or management fee). Cost for lost permits will not be reimbursed by ACSA.

Part C2: Pricing Data

C2.2 Price List Schedule Summary

Part 2: Contract 2 (Operational Service Maintenance Support): The NEC3, Term Service Contract (TSC), governing the provision of **Sixty (60)** Months comprehensive ongoing operational support services comprising billing support, tariff configuration and adjustments, software support, software updates and upgrades, on-premises database hosting, data storage, system monitoring, utilities analytics reporting, asset management, cybersecurity management, preventative and corrective maintenance, and lifecycle support.

Refer to the Cost Breakdown for **Work Package A**, Part 2. This document details the Price List under **NEC3 TSC Option A: Priced Contract with Price List** for all airports in Cluster 1, inclusive.

Summary of Contract – Specific Price Lists Corresponding to Work Packages A (Cluster 1) Operational and Maintenance Support: OR – Tambo International Airport (ORTIA) and Bram Fischer International Airport (BFN)	
Part 2: OPEX for Work Packages A (ORTIA & BFN)	
Description	Total Amount (Excl. VAT)
Part K – Onboarding, Variable Phase 0 Billing, and Fixed Phase 1 Preventative Maintenance (K1.1 to K1.7)	R
Part L – Provisional Sum for Replacement Equipment and Spare Parts	R 987 200
Part M – Airport Permits, Security Clearances and Training	R 85 150
Total (Sum of Year 1 to 5 of Post-Implementation, Management, Support and Preventative Maintenance after 6% escalations per Year), Excluding VAT	R
Part K1.1 – Onboarding, Variable Phase 0 Billing Separate	R
Total OPEX , (Total Sum of Year 1 to 5 of Post-Implementation, Management, Support and Preventative Maintenance after 6% escalations per Year + K1.1 Separate), Excluding VAT	R

All amounts to enter exclusive of VAT – The Total OPEX is the amount to be carried out to the Form of Offer.

Notes to Tenderers

A. Standard Procurement and Submission Rules

1. The Contract shall be administered under the **NEC3 Term Service Contract (TSC) Option A: Priced contract with Price List**, unless otherwise stated in the Contract Data. Tendered rates and prices shall be deemed to include all labour, supervision, management, transport, accommodation, software support, specialist support, remote support, standby services, tools, plant, testing equipment, diagnostic equipment, programming equipment, consumables, reporting, administration, overheads, profit and all other resources necessary to perform the Services in accordance with the Contract.
2. The Monthly Retes / Lump Sum tendered under **Part K** shall include all routine preventative maintenance, operational support, centralised Helpdesk services, communication network monitoring, AMR system administration, software support, cybersecurity monitoring, reporting, ongoing utility billing support, meter data validation, billing verification, tariff administration, revenue management support, diagnostics, fault attendance, fault investigation and all activities necessary to maintain the Smart Water and Smart Electricity Automated Meter Reading (AMR) System in a safe, reliable and fully operational condition. Attendance at call-outs, travel to and from site, remote diagnostics, fault investigation, fault isolation and making installations safe shall be deemed included.
3. The ECC Implementation Contract (CAPEX) and the TSC Maintenance Contract (OPEX) shall commence and run concurrently from the Commencement Date unless otherwise stated in the Contract Data. The TSC is intended to ensure continuity of support during the implementation, installation, integration, testing and commissioning phases of the AMR System and shall continue for the full **Sixty (60) Month Service Period**. Tenderers shall allow for preventative maintenance, operational support, software support, communication network support, meter data management, utility billing support and system administration services throughout the implementation and operational phases of the Contract.
4. Hourly labour rates tendered under **Part L** shall apply only to approved corrective maintenance, emergency repairs, fault rectification and replacement works instructed by ACSA that fall outside the scope of the routine preventative maintenance and operational services included under **Part K**. The rates shall include all labour, supervision, tools, testing equipment, calibration equipment, programming equipment, PPE, transport, overheads and profit necessary to execute the corrective work.
5. Replacement equipment, spare parts, consumables and materials required for approved corrective maintenance, lifecycle replacement or system restoration activities shall be measured and paid separately under **Part L**. All materials, components and replacement equipment supplied under the Contract shall be new, fit for purpose, OEM-approved or ACSA-approved equivalents, fully compatible with the installed AMR System and compliant with applicable SANS, SABS, IEC, OEM and ACSA technical requirements. Claims against **Part L** shall be supported by quotations, supplier invoices, delivery notes and installation records and shall be subject to prior approval by ACSA. Where required by ACSA, the Contractor shall obtain a minimum of Three (3) competitive quotations prior to procurement of replacement equipment or specialist services.
6. The Contractor shall maintain and administer the strategic spare parts inventory provided under the Contract and shall comply with ACSA inventory management procedures. The Contractor shall maintain accurate stock records, inventory cards, purchase records, work orders, delivery notes, stock count reports and all supporting documentation necessary to demonstrate proper inventory management and control. Monthly and quarterly stock counts shall be submitted to the Service Manager. All spare parts supplied under the Contract shall be charged at actual landed cost, including verified transportation, customs duties and procurement-related costs where applicable.

7. Payments under the Contract shall be made in accordance with the completed activities and the prices tendered in the Price List. The Contractor shall be compensated monthly for preventative maintenance, system administration, operational support, software support, utility billing support, reporting, data management and associated services based on successful delivery of the Services and achievement of the Contract requirements.
8. Unless otherwise stated in the Contract Data, tendered mark-ups, handling fees, procurement fees and attendance percentages applicable to Provisional Sums shall remain fixed for the duration of the Contract.

B. Management of Parallel and Concurrent Contracts (ECC & TSC)

1. **Concurrent Contract Structure** - This Contract (NEC3 TSC) runs concurrently with the capital deployment contract (**NEC3 ECC Option B**). Tenderers are strictly cautioned that physical asset deployment, initial equipment supply, and physical installation works are paid for exclusively under the parallel ECC Bill of Quantities. The items in this TSC Price List cover operational, system management, data hosting, and utility billing administration services only. No double-recovery of costs will be permitted.
2. **Phased Operational Evolution (Phase 0 vs Phase 1):**
 - 2.1. **Phase 0 (Interim Billing Support)** - Commences on Day 1 of the contract. Payment under Item K1.1 is priced strictly as a fixed monthly lump sum for the 12-month rollout phase. This item covers the operational administrative responsibility for all active airport accounts, pre-existing legacy meters and newly deployed smart meters before they reach full contractual Take Over.
 - 2.2. **Phase 1 (Full Maintenance & Support)** - Fixed monthly preventative operations (Items K1.2 through K1.7) run concurrently. As individual airport terminal zones achieve Sectional Completion under the parallel ECC contract, the contractor's maintenance obligations for those sections expand, but the Phase 0 baseline management lump sum under Item K1.1 remains active for the remaining non-completed zones until the 12-month rollout period concludes.
 - 2.3. **The Consolidated Mid-Month Swap Rule** - If a legacy meter is physically removed and replaced with a smart meter mid-month under the ECC, the Contractor must issue **One (1) single consolidated monthly utility invoice** to the tenant. This invoice must combine legacy and smart meter consumption records seamlessly. ACSA will pay the Contractor for exactly **One (1) unit under Item K1.2** for that specific account for that month.
 - 2.4. **Revenue Protection and Payment Rule:** - Because Item K1.1 is priced as a **Lump Sum item per month** under NEC3 TSC Option A, payment is strictly contingent upon the contractor successfully validating and delivering 100% of the required monthly tenant tax invoices across the cluster. If the contractor fails to issue invoices to tenants, or if system errors cause a systemic failure in the monthly billing run due to contractor default, the monthly milestone is deemed incomplete under NEC3 guidelines, and the payment application for Item K1.1 for that month will be certified as **zero (R0)**.
 - 2.5. **Escalation Rules** - Rates tendered for **Year 1** must be entered exclusive of VAT. The final summary line accommodates a mandatory compound escalation of **6% per annum** for Years 2 through 5. Mark-up and handling percentages tendered under **Part L** are fixed and are explicitly excluded from annual adjustments.

C. On-Site Technical Resource and Special Pricing Requirements

1. On-Site Technical Resource Requirements:

The Contractor shall provide One (1) dedicated Resident AMR Maintenance Electrician at each designated ACSA airport throughout the 60-Month Service Period. This resource will serve as the primary on-site technical point of contact and must be fully priced within the fixed monthly operational rates under **PART K**. This resource is strictly responsible for:

- **Maintenance & Inspections:** Performing routine preventative maintenance, scheduled monthly inspections, and first-line fault diagnosis.
- **Emergency & Local Support:** Attending to Call-Outs, making installations safe, and liaising directly with ACSA personnel and customers.
- **System Coordination:** Verifying automated meter reading (AMR) functionality and coordinating maintenance activities for both the Smart Water and Smart Electricity AMR Systems.
- **Billing & Data Support:** Supporting ongoing monthly utility billing by verifying meter operation, communication status, and data integrity.

The Contractor must ensure that all deployed personnel are suitable, competent, and continuously updated on the AMR systems. Deployed staff must possess the necessary experience, training, and competencies required by the Original Equipment Manufacturer (OEM) and all applicable South African legislation.

2. Price List Adequacy, Scope Totality, and Performance Requirements:

- **Preventative Maintenance Guidelines** - The suggested preventative maintenance schedule serves as a baseline guideline only. Frequencies and Original Equipment Manufacturer (OEM) requirements will vary across service providers. Tenderers must price the scope of work in its totality based on their proposed equipment within the provided **Price List** structure.
- **Price List Adequacy** - The provided Price List represents the absolute minimum work required. As the subject matter experts for these services, Contractors must include and absorb the pricing for any "other" activities they deem necessary to meet the contract targets for system availability, reliability, maintainability, Mean Time to Repair (MTTR), Mean Time Between Failures (MTBF), and legislative compliance into their tendered rates. If no alternative line items are contractually raised, the submitted offer will be deemed the Contractor's optimal proposal, and they will be held fully liable for achieving all performance metrics at the tendered lump sums.
- **All-Inclusive Rates** - All fixed monthly or unit rates within this Price List, including diagnostic and repair services, must be fully inclusive of all necessary specialised tools, software licenses, data hosting, cloud infrastructure, hardware, and consumables. The sole responsibility rests with the Contractor to ensure comprehensive and accurate pricing, any omissions shall be executed at the Contractor's own risk and cost.
- **OEM Compliance & Performance Damages** - The Tenderer must ensure all maintenance activities conform strictly to OEM specifications and are fully catered for within the pricing. Low Service Damages will apply in accordance with the contract's Secondary Option X17 and Service Level Agreement (SLA) provisions.



3. **Total Operational and Maintenance Support Contract Value:**

The Summary Price for Total (Part K1.2 to K1.7 + L + M) includes the mandatory 6% compound escalation rate per annum for Years 2 through 5 and must be used as the baseline guide to estimate the 60-month (5-year) Operations and Maintenance Support contract value.

Bidders are explicitly notified that the amounts allocated under **PART L (Provisional Sum for Spares)** and **PART M (Provisional Sum for Permits)** are strictly budgetary allowances. ACSA remains under no obligation to spend the full amount, or any portion thereof, of those provisional sums. Actual expenditure under **Parts L and M** will be strictly calculated, verified, and certified based on the **Price for Service Provided to Date (PSPD)** and backed by actual, approved records as instructed by the Service Manager.

Part 2 – Cost Breakdown for Work Package A Service Description:

This Price List Schedule covers the provision of account onboarding, Phase 0 interim data ingestion, utility billing support, fixed Phase 1 preventative maintenance, corrective maintenance coordination, system administration, software support, cybersecurity management, lifecycle management, and hosting support for the Smart Water and Smart Electricity Automated Meter Reading (AMR) System at **O.R. Tambo International Airport (ORTIA)** and **Bram Fischer International Airport (BFN)**. The Contractor shall provide all labour, supervision, specialist personnel, tools, equipment, transport, software support, reporting, management, and administrative resources necessary to maintain the AMR System in a safe, secure, and fully operational condition in accordance with the Service Information.

PART K – Onboarding, Variable Phase 0 Billing, and Fixed Phase 1 Preventative Maintenance
PHASE 0: Initial Set-Up and Volume Driven Billing (First 12 Months During Implementation of Asset Delivery)

Ref.	Activity description	Unit (UOM)	QTY	Monthly Rate (Rands)	Total Amount (Excl. VAT)
			(a)	(b)	(a)x(b)
K1.1	Phase 0 Variable Utility Invoice Generation & Issuance - All-inclusive service for the complete Day 1 digital onboarding, data migration, validation of existing legacy tenant accounts, asset mapping, AMR data ingestion, tariff administration, exception verification, routine maintenance, first-line fault diagnosis and the successful delivery of accurate water and electricity monthly invoices, reporting and travel to site. This rate applies from Day 1 to all active accounts (covering legacy meters and newly swapped smart meters) prior to full ECC Sectional Completion to ensure absolute invoice continuity.	Monthly	12	R	R

Part K1.1 – Onboarding, Variable Phase 0 Billing *Separate, Carried Forward to Summary*

R

Phase 1: Fixed Monthly Regular Operations & System Support (Kicks-Off after Completion of ECC)

K1.2	Resident AMR Maintenance Electrician, preventative maintenance inspections, routine maintenance, first-line fault diagnosis, call-out attendance, travel to site, fault isolation, physical meter verification, and maintenance coordination, helpdesk services, system performance reporting, phase 1 fixed Utility Billing Support including Validation, Estimation and Editing (VEE) of meter data, tariff administration, post-Take Over billing validation, billing reconciliation, exception reporting, tenant query support and utility analytics, complete.	Monthly	12	R	R
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K1.3	AMR System Administration, virtual server monitoring, communication network monitoring, software support, database administration, backup verification and infrastructure monitoring, Cybersecurity Monitoring, patch management, platform firewall administration, lifecycle planning, OEM support coordination, software recovery planning, data security updates, KPI reporting, system performance reporting and continuous improvement services, complete.	Quarterly	4	R	R
K1.4	Strategic Spare Parts Inventory Management, stock administration, procurement planning, inventory control and spare parts management, components safety-level monitoring (excluding physical cost of parts under Part L), complete.	Monthly	12	R	R
K1.5	Health, Safety, Environmental and Quality (HSEQ) management, and regulatory compliance complete.	sum	1	R	R
K1.6	Insurances, guarantees, bonds and general statutory obligations, complete	sum	1	R	R
K1.7	Call out Fee , including travelling, travelling time & first hour on site, attendance, fault diagnosis, and fault investigation.	Each	12	R	R
Part K Total Amount Carried Forward to Summary					R
Part L – Provisional Sum for Replacement Equipment and Spare Parts					
This Provisional Sum shall be used for approved replacement equipment, smart meters, communication equipment, instrument transformers, networking equipment, plumbing components, electrical components, batteries, software licences and other AMR system components required for corrective maintenance and lifecycle replacement. Payment shall be based on actual verified supplier invoices and approved installation records.					
Ref.	Activity description	Unit (UOM)	QTY	Rate (Rands)	Total Amount (Excl. VAT)
			(a)	(b)	(a) x (b)
L1.1	Provisional Sum for OEM-approved replacement equipment, spare parts and lifecycle replacement items.	Prov. Sum	1	R 987 200	R 987 200
Part L Total Amount Carried Forward to Summary					R 987 200

The tendered mark-ups and handling fees shall remain fixed for the duration of the Contract and shall not be subject to annual escalation. The Handling Fee / Procurement Fee shall only be applied to replacement equipment and materials actually supplied and installed under Item **L1.1** and shall not apply to strategic spare parts inventory maintained under Item **K1.6**.

The tendered mark-ups below apply to equipment actually supplied and installed under Item **L1.1** and shall remain fixed for the duration of the Contract.

Value of Item or Services	** Percentages Fee (Contractor to fill in % values)
R0 – R2000	%
R2001 – R5000	%
R5001 – R10 000	%
R10 001 – R50 000	%
R50 001 – R100 000	%
R100 001 – R200 000	%
Above R200 000	%

Hourly Labour Rates for Corrective Maintenance:

The rates below shall apply to approved corrective maintenance, emergency repairs, component replacement, software recovery, system restoration and fault rectification activities instructed by the Service Manager.

Item	Labour Category / Title of the Resource	Normal hours (R/hours)	After hours (R/hour)	
			Saturday	Sundays / Public Holidays
1	Service Manager (Contractor's Operations Lead)	R	R	R
2	AMR Systems / Billing Support Engineer	R	R	R
3	Water Metering Technician / Lead Plumber	R	R	R
4	Electrical Technician	R	R	R
5	Electrical Assistant	R	R	R
6	Plumbing Assistant	R	R	R
7	ICT / Network / Cybersecurity Specialist	R	R	R
8	OEM Specialist	R	R	R

Part M – Airport Permits, Security Clearances and Training					
This Provisional Sum covers airport permits, personnel vetting, vehicle permits, airside permits (AVOP), inductions, airport security requirements and mandatory airport training required for execution of the Service. Payment shall be based on actual verified invoices and approved claims.					
Ref.	Activity description	Unit (UOM)	QTY	Rate (Rands)	Total Amount (Excl. VAT)
			(a)	(b)	(a) x (b)
M1.1	Provisional Sum for airport permits, security clearances, inductions, AVOP permits, personnel vetting and mandatory airport training.	Prov. Sum	1	R 85 150	R 85 150
Part M Total Amount Carried Forward to Summary					R 85 150
TOTAL (PART K1.2 to K1.7 + L + M) - sum of year 1 post-implementation, management, support and preventative maintenance), excluding vat				R	

Summary Price for Total (Part K1.2 to K1.7 + L + M) with 6% Escalations			
Period	Value (V)	Consumer Price Index (CPI)	Total (V+CPI)
Year 1	Total (Part K1.2 to K1.7 + L + M)	N/A	R
	R	R0	
Year 2	Total from year 1	6%	R
	R	R	
Year 3	Total from year 2	6%	R
	R	R	
Year 4	Total from year 3	6%	R
	R	R	
Year 5	Total from year 4	6%	R
	R	R	
Total (Sum of Year 1 to 5 of Post-Implementation, Management, Support and Preventative Maintenance after 6% escalations per Year), Excluding VAT, Carried Forward to Summary			R

i) Spare Parts at each Airport.

Spare Parts for Cluster 1 Airports									
Airport (Cluster 1)	Spare Part Description	Spare Part Number	(a)	(b)	(c)	(d) = (a) x (c)	(c)	(f) = (d) x (c)	(g) = (d) + (f)
			Recommended No. of units	Unit of Measure	Price / Unit	Total Excl VAT	Mark-up Percentage	Markup Value Excl VAT	Total Excl VAT
OR – Tambo International Airport (ORTIA)				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
Total ORTIA Spares per Annum									R

Airport (Cluster 1)	Spare Part Description	Spare Part Number	(a)	(b)	(c)	(d) = (a) x (c)	(c)	(f) = (d) x (c)	(g) = (d) + (f)
			Recommended No. of units	Unit of Measure	Price / Unit	Total Excl VAT	Mark-up Percentage	Markup Value Excl VAT	Total Excl VAT
Bram Fischer International Airport (BFN)				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
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				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
				Each	R	R		R	R
Total BFN Spares per Annum									R



PART C3: EMPLOYER'S SERVICE INFORMATION

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PART C3: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1. Executive overview

Airports Company South Africa SOC Limited (ACSA) operates an Automated Meter Reading (AMR) System for the remote monitoring, management and billing of water and electricity consumption at OR Tambo International Airport and Bram Fischer International Airport. The Employer requires a Contractor to provide a comprehensive **Sixty (60) Month** operational support, maintenance and lifecycle management service for the AMR System. The Service shall ensure the continued availability, reliability, accuracy, cybersecurity, maintainability and long-term sustainability of the AMR infrastructure and associated support systems. The Contractor shall provide a fully integrated maintenance and support service for all components that comprise the AMR solution, including but not limited to:

- Smart electricity meters,
- Smart water meters,
- Meter communication modules,
- Gateways and routers,
- Data Concentrator Units (DCUs),
- Communication infrastructure,
- Meter Data Management System (MDMS),
- Databases,
- Application software,
- Reporting systems,
- Billing interfaces,
- Backup systems,
- Cybersecurity infrastructure,
- On-premises hosting infrastructure, and
- Associated ancillary equipment.

The Contractor shall maintain a formal support agreement with the Original Equipment Manufacturer (OEM) for the duration of the Contract and shall be responsible for coordinating all OEM support, software maintenance, firmware updates, technical assistance and lifecycle support activities. The Service shall include:

- System management and administration,
- Preventative maintenance,
- Corrective maintenance,
- Emergency maintenance response,
- Billing support,
- Data management and backup services,
- Software and firmware maintenance,
- Cybersecurity management,
- User support and helpdesk services,
- Lifecycle asset management,
- Performance monitoring and optimisation,
- Spare parts management,



- Reporting and performance management, and
- Technology refresh and migration planning.

The Service shall be performed on a continuous operational support basis throughout the Service Period. The Contractor shall provide services through a combination of remote monitoring, remote support, scheduled site attendance, preventative maintenance visits and emergency call-out support. The objective of the Service is to ensure the continuous, safe, secure and efficient operation of the AMR Water and Electricity Metering System whilst supporting utility management, tenant billing, revenue protection and long-term asset sustainability.

1.2. Employer's requirements for the service.

Part 2: The provision of **Sixty (60) Months** of comprehensive system management, billing support, tariff management, software maintenance, on-premises application and database support, data management and backup services, utilities analytics reporting, cybersecurity management, preventative and corrective maintenance, asset management and lifecycle support for the Automated Meter Reading (AMR) for Water and Electricity metering system at OR - Tambo and Bram Fischer International Airports.

The Contractor shall provide all labour, supervision, management, technical expertise, software tools, diagnostic equipment, OEM support, specialist services, consumables and resources required to maintain the AMR System in a fully operational condition throughout the Service Period. The Contractor shall ensure that all system components operate as an integrated solution and continue to achieve the intended operational objectives of the AMR infrastructure. The Contractor shall be responsible for maintaining compliance with all applicable statutory, regulatory, OEM and ACSA requirements throughout the Contract period.

The Contractor, in formal partnership with the accredited Original Equipment Manufacturer (OEM), shall implement, commission, operate, manage and maintain the proposed Automated Meter Reading (AMR) for Water and Electricity Metering System under a structured lifecycle support framework. As the OEM-authorised system integrator and service partner, the Contractor shall be fully responsible for the installation, commissioning, system management, preventative maintenance, corrective maintenance, operational support, billing support and lifecycle management of the AMR solution, with direct OEM support for Second and Third-level technical escalation where required. The Contractor shall maintain comprehensive knowledge of the system architecture, communication network, software platforms and the physical locations of all installed metering infrastructure to ensure effective maintenance, fault response and operational continuity. This program also entails progress reporting on maintenance activities, updates, and the ongoing monthly billing.

The OEM shall provide a minimum **Twelve (12) Month** manufacturer's warranty on all smart meters and shall guarantee product support for a minimum period of **Five (5)** years from the date of commissioning. Product support shall include the availability of spare parts, firmware and software updates, cybersecurity patches, technical support and structured technology migration where components become obsolete or reach end-of-life. All supplied equipment shall comply with the applicable South African legislation and standards, including approvals by the National Regulator for Compulsory Specifications (NRCS), radio frequency/spectrum compliance by the Independent Communications Authority of South Africa (ICASA), where applicable, and compliance with the Protection of Personal Information Act (POPIA) for the management, storage and protection of metering and customer information.



The **Twelve (12) Month** Defects Correction Period and the minimum **Twelve (12) Month** Warranty Period shall commence upon the issue of the Sectional Completion Certificate under the ECC contract and acceptance of commissioning by ACSA and shall run concurrently. The **Five (5)** year Operational Maintenance and Support Period shall commence concurrently with the phased implementation of the AMR system to facilitate uninterrupted operational support, preventative maintenance, corrective maintenance, system monitoring and monthly billing services throughout the implementation period, unless otherwise stated in the Contract. The concurrent operation of these periods shall not relieve the Contractor of any maintenance or operational responsibilities specified in the Contract.

A structured preventative maintenance programme shall be implemented in accordance with OEM recommendations, recognised industry best practice and applicable standards to maximise system reliability and minimise operational disruptions. Preventative maintenance shall include scheduled inspections, cleaning, calibration, firmware and software updates, configuration verification, communication testing, battery health verification for water meters, remote diagnostics, tamper monitoring, signal strength verification, database optimisation, server maintenance, cybersecurity patch management, backup verification, meter data validation, integration verification and periodic field inspections of smart meters, communication infrastructure, gateways, routers, data concentrators and associated equipment.

Corrective maintenance shall include the investigation, diagnosis, troubleshooting, repair, replacement, reconfiguration, testing, recommissioning and restoration of any failed or degraded components forming part of the AMR system. Corrective maintenance shall address failures affecting smart meters, communication devices, gateways, data concentrators, servers, databases, software applications, communication networks, billing interfaces and supporting infrastructure. The Contractor shall perform root cause analysis for significant failures, implement permanent corrective actions where appropriate and maintain comprehensive maintenance records for all incidents and repairs.

The Contractor shall provide comprehensive Billing Support services to ensure the continuous, accurate and secure transfer of validated metering information into the billing environment. Services shall include meter data validation, estimation and editing, monitoring and support of billing interfaces, investigation and correction of data discrepancies, resolution of communication failures affecting billing, generation and validation of monthly utility consumption reports, production of billing data and tenant invoices, and ongoing support to ACSA for revenue protection, utility management and billing optimisation.

Lifecycle System Support shall ensure the long-term sustainability and continuous improvement of the AMR solution throughout the Contract period. Services shall include firmware and software lifecycle management, licence administration, security patch management, database optimisation, technology refresh planning, replacement of obsolete equipment, capacity planning, performance tuning, compatibility management, structured migration planning, asset condition assessments and implementation of OEM-recommended upgrades required to maintain system reliability, cybersecurity and operational effectiveness throughout the expected asset life.

The Contractor shall provide a fully integrated maintenance management service comprising continuous system monitoring, performance diagnostics, communications monitoring, event log analysis, system health assessments, fault management, incident management, change management, problem management, configuration control, maintenance scheduling, spare parts management, inventory control, documentation management and service desk support. All maintenance activities shall be coordinated with ACSA to minimise operational disruption while maintaining maximum system availability.



A strategic holding of OEM-approved spare parts sufficient to achieve the specified Service Level Agreements (SLAs) shall be maintained throughout the Contract period, with all associated costs included within the Contractor's rates. The Contractor shall comply with ACSA's minimum service response requirements of One Hundred and Eighty (180) minutes for emergency incidents and Twenty-Four (24) hours for urgent incidents from notification of a fault. Response shall include either physical attendance or verified remote intervention where the fault can be resolved without site attendance. Replacement of components that are demonstrated to fall outside the applicable warranty period shall be reimbursed by ACSA in accordance with the agreed contractual mark-ups.

The Contractor shall prepare and maintain a comprehensive Health and Safety File that complies with all applicable legislation, site-specific conditions, OEM requirements, codes of practice and ACSA procedures. The Safety File shall be submitted to ACSA for review and acceptance before commencement of the Works and shall govern all maintenance and operational activities performed under the Contract. The operational maintenance and post-implementation support services shall include, but not be limited to, the following:

- Provide comprehensive System Management of the AMR infrastructure, including software applications, databases, communication networks, virtual servers as per ACSA IT requirements and associated equipment,
- Continuous monitoring of system performance, communications reliability, data quality, meter functionality and operational status,
- Perform preventative maintenance in accordance with OEM recommendations, approved maintenance schedules and recognised industry best practice,
- Conduct routine inspections, cleaning, calibration, testing, firmware updates, software updates and configuration verification,
- Perform remote diagnostics, tamper monitoring, battery health verification (where applicable), signal strength analysis and communication performance monitoring,
- Performance management reporting, event log monitoring, diagnostics and system health assessments,
- Carry out corrective maintenance, including fault investigation, diagnostics, troubleshooting, repair, replacement, testing, recommissioning and restoration of failed equipment and system components,
- Investigate and resolve communication failures, software defects, configuration errors, database issues and system performance deficiencies,
- Maintain the Meter Data Management System (MDMS), databases, backups, disaster recovery capability and system integration with billing platforms,
- Full spares provisioning, inventory management (control of spare parts) and replacement of defective, damaged or worn components identified through preventative maintenance activities, inspections or fault investigations,
- Preventative and corrective maintenance of smart meters, communication devices, gateways, data concentrators, software platforms and associated infrastructure,
- Reconfiguration, programming, calibration and verification of smart electricity and water meters, communication devices and the AMR system as required,
- Investigation and rectification of system faults, communication failures, configuration errors, data discrepancies and performance deficiencies,
- Software, firmware management and system support, including licences, updates, upgrades, patches and cybersecurity maintenance,
- Assistance with operational optimisation, reporting, data management, utility management and billing processes,



- Provide continuous Billing Support, including meter data validation, estimation and editing, billing interface monitoring, utility consumption reporting and tenant billing support.
- Generation, validation and submission of monthly utility consumption reports, billing data and tenant invoices in accordance with ACSA requirements,
- Manage user administration, system configuration, asset registers, configuration control and documentation,
- Provide lifecycle management services, including technology refresh planning, replacement of obsolete equipment, compatibility management, capacity planning and implementation of OEM-recommended upgrades,
- Maintain OEM-approved strategic spare parts and manage inventory to meet the required Service Level Agreements (SLAs),
- Response to service calls, fault reports and tenant queries, including investigation and resolution of metering and billing related issues, by provide physical or remote technical support as appropriate,
- Perform root cause analysis of recurring failures and implement permanent corrective actions to improve system reliability,
- Prepare, maintain and implement the approved Health and Safety File in accordance with applicable legislation, ACSA requirements and OEM procedures,
- Develop, implement and periodically review maintenance plans, inspection schedules, maintenance procedures and lifecycle management strategies,
- Recommendations and implementation of meter calibration, inspection, testing and replacement programmes,
- Provide specialist personnel, technical support, diagnostic equipment, software tools, logistics and administrative resources necessary to perform the services,
- Provide user support, operator assistance, knowledge transfer and ongoing technical guidance to authorised ACSA personnel,
- Recommendations and implementation of earthing, grounding and bonding inspection and maintenance programmes,
- Provision of skills transfer, user support and ongoing assistance to ACSA personnel,
- Coordinate all maintenance and operational support activities with ACSA to minimise operational disruption and maintain continuous system availability,
- Maintain the AMR system in accordance with OEM requirements, SANS 62051, SANS 62053, SANS 10142-1, NRS 057 and all other applicable statutory and industry standards to ensure the continued accuracy, reliability, safety and performance of the Smart Metering System,
- Maintain comprehensive maintenance records and provide regular reports on system performance, maintenance activities, service levels, billing support, cybersecurity status, lifecycle management and recommendations for continuous improvement, and
- Ensure the long-term availability, safety, reliability, accuracy, cybersecurity, operational efficiency and revenue protection of the AMR Water and Electricity Metering System throughout the Contract period.

Throughout the Contract period, the Contractor shall coordinate all operational maintenance and lifecycle support activities with ACSA to ensure the continued availability, safety, reliability, accuracy, cybersecurity, revenue protection and long-term sustainability of the AMR Water and Electricity Metering System.



Following successful commissioning and acceptance of the AMR Water and Electricity Metering System, the Contractor shall provide comprehensive operational maintenance and post-implementation support services for the duration of the Contract to ensure the continued safe, reliable, secure and efficient operation of the smart metering infrastructure. The services shall encompass system management, preventative and corrective maintenance, lifecycle support, billing support, technical assistance and continuous performance optimisation of the complete AMR solution. The Contractor shall ensure that all hardware, software, communication infrastructure, databases, interfaces and associated equipment remain fully operational and compliant with the applicable OEM requirements, statutory regulations, industry standards and ACSA operational requirements. The Contractor shall provide, as a minimum, the following Scope of Services and Employer's Requirements for the Service:

i) Data Ownership.

All information generated, collected, transmitted, processed, stored or maintained by the AMR System shall remain the exclusive property of Airports Company South Africa SOC Limited (ACSA). The Contractor shall not claim ownership of, or any rights to, any operational, billing, metering or historical data generated by the AMR System. The Contractor shall not disclose, store, transfer, replicate, process or make available any ACSA data to Third parties without prior written approval from ACSA. Upon expiry or termination of the Contract, the Contractor shall provide ACSA with all operational data, backup data, databases, reports, configuration information and maintenance records in a format acceptable to ACSA. This includes but is not limited to:

- Utility consumption data,
- Meter readings,
- Billing information,
- Tenant information,
- User information,
- Database records,
- Event logs,
- Audit logs,
- Asset registers,
- Configuration files,
- Historical metering information,
- Reports,
- Backup data, and
- Maintenance records.

ii) On-Premises Hosting, Data Storage and Backup Management.

The AMR application environment shall be hosted within infrastructure approved by ACSA. The Contractor shall provide administration, maintenance, support and optimisation of the AMR application environment, databases and backup systems. No metering, billing or operational data shall be permanently hosted within Contractor-owned infrastructure or external cloud platforms unless specifically authorised in writing by ACSA. The Contractor shall ensure compliance with the Protection of Personal Information Act (POPIA) and all ACSA information governance requirements. The Contractor shall:



- Manage database environments,
- Maintain application servers,
- Manage data storage,
- Perform routine database optimisation,
- Implement backup procedures,
- Conduct recovery testing,
- Maintain disaster recovery readiness,
- Monitor storage capacity, and
- Ensure data integrity and availability.

iii) **System Management.**

The Contractor shall continuously monitor system health and proactively identify and address issues before they impact operational performance. System management including but not limited to:

- Monitoring the operational status, availability and performance of the operational AMR system,
- Administer the MDMS, application software, databases, servers and communication platforms,
- Manage user accounts, permissions, security roles and system configurations,
- Perform database administration, optimisation, backups and recovery testing,
- Monitor system capacity, performance trends and communication success rates,
- Manage software licences, and system configurations,
- Implement cybersecurity controls, security patch management and vulnerability remediation, and
- Maintain system documentation, configuration records and asset registers.

iv) **Technical Support.**

- Operate a maintenance helpdesk for fault logging and service requests,
- Provide remote technical support and on-site maintenance services,
- Supply qualified personnel, specialist AMR technical support, specialist tools, diagnostic equipment and testing instruments,
- Maintain sufficient OEM-approved spare parts to meet the required response times, and OEM escalation support,
- Incident management, problem management, and service request management,
- Provide technical guidance, user support and knowledge transfer to authorised ACSA personnel, and
- Coordinate all maintenance activities with ACSA to minimise disruption to Airport operations.

ii) **Preventative Maintenance.**

The Contractor shall develop, implement and maintain an OEM-approved preventative maintenance programme. All preventative maintenance activities shall be documented and reported to the Service Manager. Preventative maintenance shall include but not limited to:

- Develop and implement an OEM-approved preventative maintenance programme,
- Perform scheduled inspections of smart electricity and water meters,
- Inspect and maintain communication devices, gateways, routers, antennas and data concentrators,
- Clean, test, calibrate and verify field equipment,
- Perform firmware and software updates,



- Verify communication performance, signal strength and network reliability,
- Conduct remote diagnostics, tamper monitoring and battery health verification for water meters,
- Verify meter accuracy, data integrity and successful meter readings,
- Cybersecurity patch management
- Server maintenance
- Inspect electrical terminations, enclosures, earthing and associated infrastructure where applicable, and record all preventative maintenance activities and recommendations.

iii) Corrective Maintenance.

The Contractor shall investigate, diagnose and rectify all failures or performance issues affecting the AMR System. Corrective maintenance shall apply to all AMR infrastructure including field devices, communication systems, software platforms, databases and support systems. Corrective maintenance shall include but not limited to:

- Responding to alarms, faults and service requests in accordance with the Contract SLAs,
- Investigate communication failures, meter faults and system alarms,
- Diagnose and troubleshoot hardware, software and communication failures,
- Repair or replace defective smart meters, communication equipment and associated infrastructure,
- Reconfigure and recommission repaired or replaced equipment,
- Restore communication links and system functionality following failures,
- Perform root cause analysis for recurring faults, and
- Maintain fault history, corrective action records and maintenance logs.

iv) Billing Support Services.

The Contractor shall provide comprehensive billing support services to ensure the accurate generation and transfer of billing information. Services shall include:

- Support the operation of the Meter Data Management System (MDMS),
- Perform meter data validation, estimation and editing (VEE),
- Monitor interfaces between the AMR system and the billing platform,
- Investigate and resolve billing-related data discrepancies,
- Verify the integrity and completeness of billing data (revenue protection support),
- Generate and validate monthly utility consumption reports and invoices,
- Support tenant billing, revenue protection and utility management activities, and
- Assist ACSA in resolving metering and billing enquiries (resolution of billing related queries).

v) Cybersecurity Management.

The Contractor shall implement and maintain cybersecurity controls for the AMR System. Security events shall be reported to the Service Manager immediately upon detection. The services shall include but not be limited to:

- Vulnerability management,
- Security patch management,
- User access management,



- Password administration,
- Security event monitoring,
- Incident response support,
- Antivirus management,
- Audit log management, and
- Security compliance reporting.

vi) Lifecycle System Support.

The Contractor shall provide lifecycle management services aligned with the Contract period and provide recommendations annually regarding system upgrades, technology migration and asset replacement. The services shall include but not be limited to:

- Provide ongoing OEM-supported technical assistance,
- Manage firmware, software and application lifecycle updates,
- Maintain compatibility between hardware, communication infrastructure and software platforms,
- Technology refresh and capacity planning,
- Monitor asset condition and equipment performance,
- Recommend replacement of obsolete or end-of-life equipment,
- Manage strategic spare parts holdings and inventory,
- Plan and implement technology refresh initiatives where required, and
- Support future system expansion and integration requirements.

vii) OEM Support Requirements.

The Contractor shall maintain a contractual support arrangement with the OEM throughout the Service Period. The OEM shall guarantee product support for a minimum period of Five (5) years from the date of commissioning. The OEM shall provide:

- Product support,
- Technical escalation services,
- Firmware updates,
- Software updates,
- Security patches,
- Spare parts support,
- Product lifecycle support, and
- Structured migration support for end-of-life equipment.

viii) Vendor Lock-In Prevention.

The Contractor shall not implement any restriction, licensing arrangement, proprietary interface, encryption mechanism or technical control that prevents ACSA from accessing, operating, maintaining or transferring the AMR System to an alternative service provider. At the end of the Contract, the Contractor shall provide all passwords, encryption keys, configuration files, licences, procedures, databases, records and documentation required for the uninterrupted transition of services. ACSA shall at all times retain unrestricted access to:



- Databases,
- Applications,
- Backup systems,
- Configuration files,
- Asset registers,
- Reports,
- Event logs,
- Software licences,
- Administrative accounts, and
- Documentation associated with the AMR System.

ix) Reporting and Performance Management.

The Contractor shall attend monthly service review meetings and present operational performance results and recommendations. The Contractor shall submit monthly reports which include, as a minimum:

- System availability statistics,
- Communication success rates,
- Meter reading performance,
- Preventative maintenance activities completed,
- Corrective maintenance activities completed,
- Outstanding faults,
- SLA compliance performance,
- Cybersecurity status,
- Billing support activities,
- Asset condition information,
- Spare parts inventory status,
- Lifecycle management activities, and
- Identify recurring failures and recommendations for continuous improvement initiatives.

x) Standards and Compliance.

The Contractor shall ensure that all maintenance and support activities comply with:

- OEM requirements and procedures,
- Applicable SANS and NRS standards (SANS 474 / NRS 057, NRS 049, SANS 10142-1, IEC/SANS 62052 Series, IEC/SANS 62053 Series, ISO/IEC 27001, ISO 55001, ISO 9001),
- Occupational Health and Safety Act and associated regulations,
- ACSA operational procedures and permit-to-work requirements,
- NRCS and ICASA requirements, where applicable,
- POPIA requirements for the protection and management of metering and customer data, and
- All applicable statutory and regulatory requirements.

xi) Service Level Requirements per Airport.

Response may comprise either physical attendance or verified remote intervention where the fault can be resolved remotely. Service Levels shall be measured monthly and reported to the Service Manager. The Contractor shall comply with the following minimum service levels:

Requirement	Target
AMR System Availability	≥ 99% per Month
MDMS Availability	≥ 99% per Month
Database Availability	≥ 99% per Month
Communication Network Availability	≥ 98% per Month
Successful Meter Read Rate	≥ 98% per Month
Data Backup Success Rate	100%
Billing Data Accuracy	≥ 99% per Month
Monthly Billing Data Submission	100% On or before the agreed reporting date
Billing Query Response	1 Working Day
Billing Query Resolution	5 Working Days
Critical Security Patch Deployment	Within 14 Days of Release
High-Risk Security Patch Deployment	Within 30 Days of Release
Scheduled Preventative Maintenance Completion and Reports Submitted	100%
Asset Register Update	Monthly
Root Cause Analysis Submission for Major Incidents	≤ 5 Working Days

Table One (C3): Summary of the Service Level Requirements.

Table below outlines the incident classification and response times.

Priority	Description not limited to:	Response Time	Restoration Target.
Critical / Emergency	Complete AMR system outage, MDMS unavailable, major billing failure, cybersecurity incident affecting operations, loss of communications affecting multiple meters or airport operations	≤ 180 Minutes	Within 8 Hours
High / Urgent	Partial system degradation, communication failure affecting significant groups of meters, billing interface failure, database performance issues	≤ 24 Hours	Within 48 Hours
Medium	Isolated meter failures, reporting defects, non-critical software issues, user access issues	≤ 2 Working Days	Within 5 Working Days
Low / Routine	Cosmetic defects, enhancement requests, minor reporting changes, non-critical configuration changes	≤ 5 Working Days	By mutually agreed schedule

Table Two (C3): Summary of the Incident Classification and Response Times.

xii) Service Performance Measurement Framework per Airport.

The Contractor's performance shall be measured monthly using the weighted Key Performance Indicator (KPI) Scorecard below. The weighted score achieved for each KPI shall be used to determine the Overall Monthly Performance Score. The Contractor shall provide all supporting records, reports, logs, system-generated data and evidence necessary for the Service Manager to verify performance.

KPI Category	Weighting	Measurement Method	Data Source	Target
System Availability	25%	$(\text{Total System Available Hours} \div \text{Total Hours in Measurement Period}) \times 100$	Application uptime reports, server monitoring reports, MDMS logs, system health reports	$\geq 99\%$
Meter Communication Success Rate	20%	$(\text{Successful Meter Reads} \div \text{Total Scheduled Meter Reads}) \times 100$	MDMS reports, communication logs, meter polling reports	$\geq 98\%$
Response Time Compliance	15%	$(\text{Incidents Responded to Within SLA} \div \text{Total Incidents Logged}) \times 100$	Helpdesk system, service desk records, call-out logs, maintenance reports	$\geq 95\%$
Preventative Maintenance Compliance	10%	$(\text{Completed Planned Maintenance Activities} \div \text{Approved Planned Maintenance Activities}) \times 100$	Approved maintenance schedules, inspection reports, maintenance records	100%
Billing Support Accuracy	15%	$(\text{Accurate Billing Records} \div \text{Total Billing Records Processed}) \times 100$	Billing reports, MDMS exports, reconciliation reports, invoice audits	$\geq 99\%$
Cybersecurity Compliance	10%	$(\text{Completed Security Activities} \div \text{Planned Security Activities}) \times 100$	Patch management reports, access reviews, vulnerability reports, backup verification reports	100%
Reporting and Documentation Compliance	5%	$(\text{Reports Submitted Timeously} \div \text{Reports Required}) \times 100$	Monthly reports, asset registers, maintenance records, Root Cause Analysis reports	100%
Total	100%	The Contractor shall achieve a minimum Overall Monthly Performance Score of 95%		

Table Three (C3): Summary of the Service Performance Measure Frameworks.

xiii) Performance Deductions per Airport.

The Overall Monthly Performance Score shall be used to determine performance deductions applicable to the Monthly Service Fee.

Overall Monthly Performance Score	Performance Deduction
$\geq 95\%$	No deduction
90% to 94.9%	2% deduction of Monthly Service Fee
85% to 89.9%	5% deduction of Monthly Service Fee
80% to 84.9%	7.5% deduction of Monthly Service Fee
$< 80\%$	10% deduction of Monthly Service Fee and mandatory Corrective Action Plan

Table Four (C3): Summary of the Performance Deductions.



The total value of performance deductions applied in any single month shall not exceed Ten percent (10%) of the Monthly Service Fee. Performance deductions shall not relieve the Contractor of its obligation to perform the Service in accordance with the Contract.

xiv) Persistent Underperformance per Airport.

Persistent underperformance shall be deemed to have occurred where:

- The Overall Monthly Performance Score is below 90% for Three (3) consecutive months, or
- The Overall Monthly Performance Score is below 80% on Two (2) occasions within any rolling Twelve (12) month period.

In such circumstances, the Contractor shall submit a detailed Performance Recovery Plan to the Service Manager within Ten (10) Working Days, identifying:

- Root causes of underperformance,
- Corrective actions,
- Recovery milestones, and
- Planned completion dates.

Failure to implement an approved Recovery Plan may constitute a material breach of Contract.

The objective of the maintenance services is to ensure the continuous, safe and efficient operation of the Automated Meter Reading (AMR) Water and Electricity Metering System throughout the Contract period. The Contractor shall deliver the services in a manner that maximises system availability, reliability and performance, while ensuring accurate, secure and uninterrupted meter data acquisition and communication between field devices and the central Meter Data Management System (MDMS).

The maintenance programme shall support accurate and timely utility billing, safeguard revenue through reliable metering and data integrity, minimise system downtime through proactive preventative maintenance and rapid corrective response, and extend the operational life of the AMR assets through structured lifecycle management. The Contractor shall further implement continuous improvements to system performance, cybersecurity, operational efficiency and overall service delivery to ensure the long-term sustainability and resilience of the AMR infrastructure.

1.3. Interpretation and terminology

The following abbreviations are used in this Service Information.

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa (Employer)
SANS	South African National Standards (define technical and safety requirements for products, systems, and installations).
SABS	South African Bureau of Standards (develop, publish, maintain and certified SANS standards and ensure products and systems meet required standards).
OHSA	Occupational Health and Safety Act, 1993 (ensure a safe and healthy working environment).

NRS	National Rationalised Specification (provide standardised technical guidelines for electricity supply industry, metering systems and distribution networks).
NRCS	National Regulator for Compulsory Specifications (enforce compulsory safety and performance standards).
POPIA	Protection of Personal Information Act (protect personal information and data privacy).
CAA	Civil Aviation Authority (regulate Aviation safety and security).
IEC	International Electrotechnical Commission (International body that sets global electrical standards).
OEM	Original Equipment Manufacturer (company that produces the equipment or components).
MDMS	Meter Data Management System (system used to collect, validate, and manage metering data).
IT	Information Technology (systems, servers, and infrastructure for data processing and storage)
ICT	Information and Communication Technology (broader systems including IT, networks, and communications)
PPE	Personal Protective Equipment (safety gear such as helmets, gloves, and boots etc.)
SACPCMP	South African Council for the Project and Construction Management Professions
LOTO	Lockout/Tagout (safety procedure to ensure equipment is properly shut off during maintenance)
EMS	Energy Management System (monitors and optimises energy usage)
BMS	Building Management System (controls and monitors building services like HVAC, lighting, etc.)
OPEX	Operational Expenditure (ongoing costs of running systems and operations)
HVAC	Heating, Ventilation, and Air Conditioning
BHS	Baggage Handling System (automated system that transports checked luggage from check-in counters to aircraft and from aircraft to baggage claim areas)
AGL	Airfield Ground Lighting (Lighting systems on runways, taxiways, and aprons that guide aircraft during take-off, landing, and ground movement, especially in low-visibility conditions)
CoC	Certificate of Compliance (confirms that installations meet regulatory and safety standards)
JMT	Joint Monitoring Team (a team responsible for monitoring project progress, ensuring compliance, verifying quality, and addressing risks during implementation)

Table Five (C3): Summary of abbreviations.

2. Management strategy and start up.

2.1. The *Contractor's* plan for the service.

Within Two (2) weeks of the Starting Date, the Contractor shall submit a detailed Service Delivery Plan for acceptance by the Service Manager. The plan shall be maintained throughout the Service Period and updated whenever significant changes occur. The Service Delivery Plan shall include, as a minimum:

- Contract management structure and organisational chart,
- Key personnel and escalation matrix,
- Resource allocation plan,
- Resident AMR Maintenance Electrician deployment plan,
- Helpdesk operating procedures,
- Incident management procedures,
- Preventative Maintenance Programme,
- Corrective Maintenance procedures,
- Billing Support Plan,
- Tariff Management Plan,
- Cybersecurity Management Plan,
- Backup and Recovery Plan,
- Strategic Spare Parts Management Plan,
- OEM support arrangements,
- Reporting calendar,
- KPI monitoring methodology,
- Risk management plan,
- Training and knowledge transfer plan, and
- Take Over and transition arrangements.

2.2. Management Meetings.

The Contractor shall attend meetings convened by the Service Manager. Minutes shall be issued within five (5) Working Days after each meeting. Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Contract Management, Operational, KPI and SLA Performance Review	Monthly, time TBC	Sites/Teams Meeting	<i>Employer, Contractor and Service Manager</i>
Cybersecurity Review	Quarterly, time TBC	Sites/Teams Meeting	<i>Employer ICT, Contractor</i>
Lifecycle and Asset Review	Annually, time TBC	Sites/Teams Meeting	<i>Employer, Contractor and OEM</i>
Risk Reduction	As Required, time TBC	Sites/Teams Meeting	<i>Employer, and Contractor</i>

Table Six (C3): Summary of project management meetings.



2.3. Contractor's Management, Supervision and Key People.

The Contractor shall provide and maintain the following key personnel throughout the Service Period:

- Service Manager / AMR Systems Engineer,
- Resident AMR Maintenance Electrician,
- Billing and Tariff Support Specialist,
- ICT Network and Cybersecurity Specialist,
- OEM Specialist,
- Metering Technicians,

Replacement of key personnel shall be subject to Service Manager acceptance. The Contractor shall maintain an updated organisational structure and escalation matrix at all times.

2.4. Provision of Bonds and Guarantees.

Where required by the Contract Data, the Contractor shall provide guarantees and bonds in the forms stated in the Contract. The Employer may withhold payment until the required bond or guarantee has been received and accepted.

2.5. Documentation Control.

All contractual communications shall be issued in writing. All records shall be maintained in electronic format and made available to the Service Manager upon request. The Contractor shall implement a document management and revision control system for:

- Technical documentation,
- Maintenance records,
- Procedures,
- Drawings,
- Asset registers,
- Reports,
- Software configurations,
- Backup records, and
- Cybersecurity documentation.

2.6. Invoicing and Payment.

Within Two (2) days of receiving a payment certificate from the *Project 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 *Project Manager's* payment certificate. The *Contractor* shall address the tax invoice to _____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;



- The *Employer's* VAT registration number: 4930138393.
- Description of work done by cross reference to *Project Manager's* certificate;
- Payment certificate reference,
- Description of services,
- Monthly service fee,
- Approved labour claims,
- Approved spare parts claims,
- Performance deductions
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Claims under Parts L, M and N shall be supported by:

- Approved quotations,
- Timesheets,
- Supplier invoices,
- Installation records,
- Authorisations from the Service Manager.

2.7. Contract Change Management.

Changes to the Service shall be managed in accordance with the Compensation Event provisions of the Contract. No variation shall be implemented without written instruction from the Service Manager.

2.8. Records to be Kept by the Contractor.

Records shall be retained for a minimum period of Five (5) years after completion. The Contractor shall maintain:

- Maintenance records,
- Fault history records,
- Helpdesk records,
- Incident records,
- Billing support records,
- Tariff change records,
- Cybersecurity records,
- Backup records,
- Asset registers,
- Spare parts records,
- KPI performance records, and
- Root Cause Analysis (RCA) reports.

2.9. Insurance.

The Contractor shall maintain all insurances required by the Contract Data. The Contractor shall provide proof of insurance whenever requested by the Service Manager.



2.10. Training Workshops and Technology Transfer.

The Contractor shall transfer sufficient knowledge to ACSA personnel to facilitate future continuity of the AMR System. The Contractor shall provide annual training workshops covering:

- AMR system operation,
- MDMS administration,
- Billing support functions,
- Report generation,
- User administration,
- Cybersecurity awareness,
- Backup and recovery procedures.

2.11. Design and Supply of Equipment.

Where replacement equipment is supplied under the Contract, the Contractor shall ensure that:

- Equipment complies with OEM requirements;
- Equipment is compatible with the installed AMR System;
- Equipment complies with applicable standards;
- Equipment is properly tested before installation.

2.12. Things Provided at the End of the Service Period.

2.12.1. Equipment.

None, unless otherwise instructed by ACSA.

2.12.2. Information and Other Things.

All information shall be provided in formats acceptable to ACSA. At the end of the Service Period the Contractor shall provide:

- Complete AMR databases,
- Backup files,
- Asset registers,
- Configuration files,
- Billing data,
- Historical metering data,
- User account information,
- System licences,
- Operating procedures,
- Maintenance records,
- KPI records,
- RCA reports,
- Software documentation,
- OEM documentation,
- Passwords,
- Encryption keys, and
- Take Over documentation.



2.13. Management of Work Done by Task Order.

The Employer may instruct additional services to be performed by means of a Task Order in accordance with Option X19 of the Contract. Task Orders shall be used for work which falls outside the routine operational support, preventative maintenance, billing support, cybersecurity management, lifecycle support and Helpdesk services included in the Price List under Part K of the Price List. Task Orders may be issued for, but shall not be limited to:

- Major corrective maintenance activities,
- System expansions,
- New smart meter installations,
- Communication network upgrades,
- Additional gateways or data concentrators,
- Software enhancements,
- Database migrations,
- Major cybersecurity improvement projects,
- Replacement programmes,
- Asset renewal projects,
- Additional reporting requirements,
- Additional training requirements,
- Other services instructed by the Service Manager.

2.13.1. Issue of Task Orders.

Task Orders shall be issued by the Service Manager. The Contractor shall not commence Task Order work until receipt of an authorised Task Order unless otherwise instructed in the case of an emergency. Each Task Order shall include, as applicable:

- Task Order reference number,
- Description of the required services,
- Location of the services,
- Scope of work,
- Deliverables required,
- Completion requirements,
- Applicable constraints,
- Access requirements,
- Required completion dates; and
- Any specific reporting requirements.

2.13.2. Contractor's Response to a Task Order.

Within Five (5) Working Days of receiving a Task Order, or such shorter period stated by the Service Manager, the Contractor shall submit:

- A proposed programme,
- Resource requirements,
- Any proposed subcontractor involvement,
- A quotation where required,



- Identification of any constraints,
- Risk considerations, and
- Confirmation of the planned completion date.

2.13.3. Pricing of Task Orders.

The Contractor shall not be entitled to payment for any Task Order work not authorised by the Service Manager. Task Orders shall, where applicable, be priced using:

- The Price List rates,
- The labour rates contained in Part L,
- The spare parts and replacement equipment provisions contained in Part L,
- The permit and training provisions contained in Part M, or
- New rates and prices agreed between the Parties where no applicable rates exist within the Contract.

2.13.4. Emergency Work.

Where an emergency condition exists which:

- Threatens airport operations,
- Impacts tenant utility billing,
- Compromises cybersecurity,
- Risks loss of AMR system functionality, or
- Creates a safety risk,

The Service Manager may verbally instruct emergency work to be undertaken immediately. The Contractor shall commence emergency response activities without delay and shall submit supporting records and cost information within Five (5) Working Days following completion of the emergency work. The Service Manager shall subsequently issue the necessary written confirmation and Task Order documentation.

2.13.5. Task Order Reporting.

For each Task Order, the Contractor shall submit a completion report containing:

- Description of services performed,
- Labour utilised,
- Materials utilised,
- Equipment installed,
- Test results,
- Commissioning results,
- Updated asset information,
- Photographic records where applicable,
- Outstanding defects, and
- Recommendations for future actions.

2.13.6. Completion of Task Orders.

A Task Order shall be regarded as complete when:



- The services have been performed,
- Testing and commissioning have been completed where applicable,
- Documentation has been submitted,
- Any defects identified have been corrected, and
- The Service Manager has accepted the completed deliverables.

2.13.7. Records.

The Contractor shall maintain a Task Order Register recording:

- Task Order number,
- Issue date,
- Description of work,
- Status,
- Completion date,
- Value of work,
- Associated labour costs,
- Associated materials costs, and
- Supporting documentation.

The Task Order Register shall be updated monthly and submitted to the Service Manager as part of the monthly performance report.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management.

The Contractor shall submit and maintain an approved Safety File. The Contractor shall comply with:

- Occupational Health and Safety Act,
- ACSA Health and Safety Requirements,
- Airport Safety Rules,
- Permit-to-Work procedures,
- Electrical Safety Regulations,
- ACSA Contractor Management Requirements.

3.2. Environmental constraints and management.

All waste generated during maintenance activities shall be removed and disposed of legally. The Contractor shall comply with:

- ACSA Environmental Management Requirements,
- Applicable environmental legislation,
- Waste management requirements,
- Pollution prevention requirements.

3.3. Quality Assurance Requirements.

The Contractor shall implement and maintain a Quality Management System aligned to ISO 9001 principles. The Quality Management System shall include:



- Inspection procedures,
- Maintenance procedures,
- Testing procedures,
- Reporting procedures,
- Corrective action procedures,
- Root Cause Analysis procedures,
- Internal audit procedures.

4. Procurement.

4.1. People.

4.1.1. Minimum requirements of people employed.

All personnel shall:

- Be suitably qualified,
- Be competent for their assigned duties,
- Hold relevant trade qualifications where applicable,
- Hold valid airport permits where required,
- Comply with ACSA security requirements.

4.1.2. BBBEE and Preferencing Scheme.

The Contractor shall comply with all applicable procurement and transformation requirements specified by ACSA.

4.2. Subcontracting.

4.2.1. Preferred Subcontractors.

Any OEM-mandated service provider shall require prior acceptance by the Service Manager.

4.2.2. Subcontract Documentation.

All subcontracts shall remain consistent with the requirements of this Contract.

4.2.3. Limitation on Subcontracting.

The Contractor shall remain responsible for all subcontracted work.

4.2.4. Attendance on Subcontractors.

Coordination and supervision of subcontractors shall be the Contractor's responsibility.

4.3. Plant and Materials.

4.3.1. Specifications.

All materials and replacement equipment shall comply with:

- OEM specifications,
- SANS standards,
- IEC standards,
- NRS requirements,
- ACSA requirements.



4.3.2. Correction of Defects.

Defective equipment shall be repaired or replaced as directed by the Service Manager.

4.3.3. Contractor's Procurement of Plant and Materials.

The Contractor shall:

- Maintain strategic spare parts inventory under Item K1.6,
- Procure replacement equipment,
- Manage suppliers,
- Verify equipment compatibility,
- Ensure warranty administration.

4.3.4. Tests and Inspections Before Delivery.

The Service Manager may require inspection and verification of equipment before installation.

4.3.5. Plant and Materials Provided by the Employer.

None. All Plant and Materials shall be provided by the Contractor unless otherwise instructed.

5. Working on the Affected Property.

5.1. Site Entry, Security Control and Permits.

The Employer has made provision in the Price List for costs associated with permits, access authorisations, security clearances, inductions and other Site access requirements necessary for the execution of the Works. The Contractor shall be responsible for obtaining and maintaining all permits, access authorisations and approvals required to perform the Works and shall comply with all Employer safety, security and Site access procedures.

The Contractor shall familiarise itself with the Employer's permit application processes and shall submit all applications timeously to avoid delays to the Works. The allowance provided in the Price List is intended to cover the costs of all permits, access authorisations, security clearances and inductions reasonably required for the execution of the Works. No additional payment shall be made for such costs unless instructed or approved by the Service Manager or Employer. The Employer shall be responsible for funding the allowance provided in the Bills of Quantities for permit-related costs, while the Contractor remains responsible for the administration, application and management of the permit process.

Proof of attendance of the Airside Induction Training Course shall be provided for all personnel permit applications. Personnel applying for an Airside Vehicle Operator's Permit (AVOP) shall provide proof of attendance of the applicable AVOP training course. The Contractor shall ensure that all personnel maintain valid permits, training certificates and authorisations for the duration of the Contract. Fees may be levied by the Employer or the relevant Airport authority for inductions, AVOP training, permit applications, permit renewals and refresher courses where applicable.

The Contractor shall make the necessary arrangements to ensure that personnel remain compliant with all permit requirements. Where vehicle permits are required for the execution of the Works, the Contractor shall ensure that all vehicles comply with the Employer's vehicle permit requirements, including the following:



- Valid vehicle licence disc,
- Valid public liability insurance,
- Vehicle registration certificate,
- Light commercial and passenger vehicles up to Twelve (12) passengers and shall be in good conditions,
- Reflective striping installed in accordance with Airport requirements and maintained in good conditions,
- Three (3) identification decals displaying the approved company code shall be affixed to the vehicle, one on the left front door, one on the right front door, and one on either the roof, bonnet or rear of the vehicle. The decals should be clearly visible, legible and maintained in good condition at all times.
- An operational amber strobe light fitted to the vehicle where required by Airport regulations, and
- The designated driver of the vehicle shall hold a valid AVOP endorsement applicable to the operational area concerned.

The Contractor shall ensure that all personnel, vehicles and equipment comply with the Employer's security vetting requirements, airport access procedures, vehicle permit, AVOP and operational requirements before access to restricted areas is requested. The following table is not all inclusive, but is provided for illustration purposes:

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

Table Seven (C3): Summary of the Permits required.

5.2. People Restrictions, Hours of Work and Conduct.

The Contractor shall comply with airport operational restrictions and working hour limitations imposed by ACSA.

5.3. Health and Safety Facilities.

The Contractor shall familiarise personnel with emergency facilities and procedures available at each airport.

5.4. Environmental Controls.

The Contractor shall minimise environmental impact during all maintenance activities.



5.5. Cooperation with Others.

The Contractor shall cooperate with:

- ACSA Operations,
- ACSA ICT,
- ACSA Utilities,
- ACSA Finance,
- OEM representatives, and
- Other service providers operating at the airports.

5.6. Records of Contractor's Equipment.

The Contractor shall maintain records of all equipment brought onto airport property.

5.7. Equipment Provided by the Employer.

None unless specifically stated by ACSA.

5.8. Site Services and Facilities.

5.8.1. Provided by the Employer.

ACSA may provide:

- Access to equipment rooms,
- Access to data rooms,
- Access to existing ICT infrastructure,
- Access to existing drawing, and As-built drawings, where available.
- Reasonable access to utilities.

5.8.2. Provided by the Contractor.

The Contractor shall provide:

- Vehicles,
- Tools,
- Test equipment,
- Calibration equipment,
- PPE,
- Laptops,
- Communications equipment,
- Storage facilities.

5.9. Waste Control.

All waste generated shall be removed from site and disposed of legally.

5.10. Hook-Ups to Existing Works.

No modifications shall be undertaken without approval from the Service Manager.



5.11. Tests and Inspections.

5.11.1. Tests and Inspections.

The Contractor shall perform:

- Meter communication tests,
- Meter accuracy verification,
- Communication network testing,
- Backup recovery testing,
- Database integrity testing,
- Cybersecurity verification,
- Billing validation testing.

5.11.2. Facilities for Tests and Inspections.

The Contractor shall provide all equipment necessary to perform testing and inspections.

6. List of drawings

6.1. Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. The Employer shall provide relevant AMR documentation where available, including:

Drawing Number	Revision	Title
	Latest	AMR System Architecture
	Latest	Communication Network Architecture
	Latest	MDMS Integration Architecture
	Latest	Water Metering Layouts
	Latest	Electricity Metering Layouts
	Latest	Data Flow and Billing Interfaces



ANNEXES

- **Annexure B1.1:** Preliminary Decommissioning, New Smart Metering Asset Register & Spares. For Cluster 1.
- **Annexure C1.1:** D112MAN Metering Technical Specifications and Guidelines.