



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:29088**

**TITLE OF PROJECT:** SUPPLY & MAINTENANCE OF AUTOMATIC METER READING (AMR) BILLING SOFTWARE FOR ELECTRICITY AND WATER FOR A PERIOD OF 6 MONTHS AT KING SHAKA INTERNATIONAL AIRPORT.

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Shaka international Airport**

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

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

for SUPPLY & MAINTENANCE OF AUTOMATIC METER READING (AMR) BILLING SOFTWARE FOR ELECTRICITY AND WATER FOR A PERIOD OF 6 MONTHS AT KING SHAKA INTERNATIONAL AIRPORT

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**PART C1: AGREEMENT AND CONTRACT DATA**

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

**Offer**

The employer, identified in the acceptance signature block, wishes to enter a contract for supply /provide billing software system for electrical and water bill reporting for a period of 6 months.

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

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

The offered total of the prices (**INCLUSIVE OF VAT**) is:

(in words); (in figures)

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

**for the contractor**

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

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

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

Name and signature of witness .....

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

**Acceptance**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List

- Part C3: Service information.
- Part C4: Site information

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

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**for the Employer**

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

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

Airports Company South Africa,

King Shaka International Airport

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

**Schedule of Deviations**

1 Subject .....

Details .....

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2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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5 Subject .....

Details .....

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

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

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list</b>
	and secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		X17 Low Service Damage
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		X19 Task order
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	King Shaka International Airport P.O Box 57701 La Mercy Drive 4407
10.1	The <i>Service Manager</i> is:	Purity Shandu
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	mainly the power supply to tenants in terminal building, multi-story offices, car Rentals and AG buildings
11.2(13)	The <i>Service</i> is	provision and maintenance of billing software <b>as set out in Part C3 Service Information.</b>

11.2(14)	The following matters will be included in the Risk Register	Power Outages Incorrect Date Recording Live Panels Access to meter rooms.
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>30 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	01 December 2025
30.2	The <i>Service Period</i> is	6 months <b>from the starting date</b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the conditions of contract</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>04 weeks</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b> from the provision of a valid tax invoice
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>

<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	<b>Refer to Part C1.4</b>
<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organisation who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>

<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary option.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total damages suffered and /or cost incurred to the Employer's Property
X18.3	The Contractor's total liability to the Employer for defects due to his design  which are not listed on the Defects Certificate is limited to	The Total damages suffered and/or costs incurred to the Employer's Property
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	- The Total damages suffered and/or costs incurred to the Employer's
<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract are</i></b>	
<b>Amendments to the Core Clauses</b>		
<b>Z1</b>	Interpretation of the law	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b>  Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z2</b>	<b>Providing the Service:</b>	

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

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

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**Z5 Termination**

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**Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

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**Amendment to the Secondary Option Clauses**

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**Z7 Limitation of liability:**

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**Insert the following new clause as Option X18.6:**

**Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

**Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

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**Additional Z Clauses**

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**Z8 Cession, delegation and assignment**

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**Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

**Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

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**Z9 Joint and several liability**

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**Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

**Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

**Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

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**Z10 Ethics**

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**Z10.1** The *Contractor* undertakes:

**Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

**Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

**Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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**Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

**Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

**Z11.3** This undertaking shall not apply to –

**Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

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

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

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

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- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
  - Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
  - Z14.5.2** the use of the *Contractor's* Equipment, or
  - Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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**Z15**      **Dispute resolution:**

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**Z15.1**    **Appointment      of      the  
Adjudicator**

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

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

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

## Z15.2 Appointment of the Arbitrator

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

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

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**Z16 Notification of a compensation event**

**Z16.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

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**Z17 BBEE and Tax Clearance Certificates**

**Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate . Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

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**Z18 Communication**

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

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

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

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**Z19 Delegation**

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

**Z19.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

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**PART C1.2b CONTRACT DATA**

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

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2 The following matters will be included in the Risk Register

[THE BELOW IS AN EXAMPLE – CHOOSE WHICHEVER IS APPLICABLE]

- Existing Services
  - Access to Site
  - Delay in supply of material and/or equipment
  - Progress of the works against the program
  - Travelling public and ACSA stakeholders
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**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b> <b>KING SHAKA INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b> P.O. BOX 57701 LA MERCY DRIVE 4407

**Hereinafter referred to as “Client”**

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

**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 1993**

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

1. All work performed by the Mandatory on the Client's premises must be performed under the

- close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
  3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
  11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
  12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
  13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
  14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

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

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

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

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

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

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

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

**Landside** refers to:

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

**Airside** refers to:

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Public Liability**

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

## **2.3 Professional Indemnity**

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

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

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

### **3.1 Contract Works**

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

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

### **3.2 Public Liability**

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

### **3.3 Professional Indemnity**

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

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

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

##### **4.1 Contract Works**

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

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

##### **4.2 Public Liability**

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

##### **4.3 Professional Indemnity**

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

**PART C2: PRICING DATA**

## **C2.1 Pricing Assumptions**

1. Pricing increment for billing and maintenance will be negotiated as per CPI yearly on the eve of the contract.

### **2. PRICING INSTRUCTIONS:**

2.1 Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.

2.2 A detailed breakdown of costs to be attached.

2.3 All rates quoted as part of this bid will apply to Task Orders as/when required (additional work outside scheduled maintenance).

2.4 Do does not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly)

2.5 Monthly Maintenance price:

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

2.6 Task Order Pricing

2.6.1 Task Order price to include the first three hours, which includes travelling, labour & repairs.

2.6.2 The cost on Task Order will be claimed on proven Task Order and associated costs.

2.6.3 Where the repairs exceed three (3) hours the hourly rate quoted in the Labour Rate schedule will apply.

2.6.4 Where the yearly Task Orders has been exhausted, the hourly rate and travelling rate will apply as quoted in the table below and PRICING SCHEDULE respectively.

2.7 Critical Spares Holding:

2.7.1 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 shall apply.

2.7.2 Pricing for the Spares shall include delivery cost, import and custom clearance (where applicable).

2.8 Permit costs:

Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.

No mark-up to be levied on Permit costs.

All employees will be checked for criminal records and no permit will be granted to those with criminal records.

Cost for lost permits and new employees will not be reimbursed by ACSA.

#### 2.9 3rd Party Procured Items and Services:

Spares (material) and sub-contracted work will be charged at cost plus mark-up.

VAT shall not form part of mark-up calculations.

ACSA shall provide the storeroom where the materials will be stored.

The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

All material supplied must be SABS approved.

2.10 The final form of offer must be inclusive of VAT.

2.11 The VAT portion must be indicated separately.

2.12 Payment for this contract will be against proven cost.

2.13 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.

## C2.2 The Price List

Part 1 – Once Off Initial Work				
Line Item	Description	Quantity	Unit price	Total
P1.1	Uninstall and install (new) /upgrade the current installed Billing Software ((This cost will be claimed at proven cost)	Sum	R200 000,00	R
P1.2	Implement a server for BMS Factory that will Talk BMS server to receive billing data	Sum	R	R
P1.3	Move PNPSCADA to a newly updated Scada, with all hardware and software that would be compatible with ACSA IT	Sum	R	R
P1.4	Spin up another virtual machine with relevant software on it/or any compatible and move the data across from one server to the other	Sum	R	R
P1.5	Supply and operate Optical Eye to draw history of up to 6-12 months for tenants with queries and do trouble shooting and reporting	Sum	R	R
P1.6	Do Tariff Optimization	Sum	R	R
P1.7	Configure ACSA BMS Contractor to configure BMS to read the new tags. (This cost will be claimed at proven cost)	Sum	R100 000,00	R
<b>Sub-total-Part 1 Excl. VAT</b>			<b>R</b>	<b>R</b>

Part 2 – Billing and Maintenance for a period of 6 Months				
Service level agreement to maintain service generate the monthly billing report and attend to all call outs for a period of six months:				
Line Item	Description	Quantity per year	Unit price	Total
P2.1	Generate Electricity billing report	6	R	R
P2.2	Generate Water Billing Report	6	R	R
P2.3	Generate Electricity billing report (top 10 users on equipment)	6	R	R
P2.4	Database, software, field devices Maintenance cost (including travelling cost, consumables, accommodation, and Labor where applicable)	6	R	R
P2.5	Call Outs (Including travel cost and first hour Labor) – This will be claimed on proven cost	6	R	R
P2.7	Annual tariff adjustments, assign and/or remove tenants billing information, license update and patches,	1	R	R
P2.8	Usage billing reports (graphic hi-end report, high usage customers, ACSA usage report etc.)	6	R	R
P2.9	Attend to customers/tenants billing queries	6	R	R
P2.10	Perform tariff optimization	sum	R	R
P2.11	Yearly/according to the Period of updating system software	sum	R	R
<b>Sub-total-P2 Excl. VAT</b>			<b>R</b>	<b>R -</b>

Part 3- Preliminary and General				
Line Item	Description	Quantity	Unit price	Total Excl. VAT.
P3.1	Travelling Cost	6		
P3.2	Safety File	1	R 10 000,00	R 10 000,00
P3.3	Provisional sum for spares	1	R 10 000,00	R 10 000,00
P3.4	Provisional site Vehicle	6	R 10 000,00	R 60 000,00
P3.4	Airport Training for (Safety or security)	1	R 10 000,00	R 10 000,00
P3.5	Provisional annual sum for Permit Cost (Including AIT AVOP	1	R 10 000,00	R 10 000,00
<b>Sub-total-Part 3 Excl. VAT</b>			<b>R</b>	<b>R</b>

Total Summary Pricing for P1, P2 & P3	
Description	Price
<b>Part 1 – Once Off Initial Work</b>	<b>R</b>
<b>Part 2 – Billing and Maintenance for a period of 6 Months</b>	<b>R</b>
<b>Part 3- Preliminary and General</b>	<b>R</b>
<b>Sub-Total</b>	<b>R</b>
<b>VAT@ 15%</b>	<b>R</b>
<b>Total Price Offer to be Carried to the Form of Offer</b>	<b>R</b>

<b>Labour Rates -Bidder to Complete</b>				
<b>Skill</b>	<b>Normal Hourly Rate</b>	<b>After Hours Hourly Rates</b>		
		<b>Weekdays</b>	<b>Saturday</b>	<b>Sundays /Public holidays</b>
Site Manager				
Technician /Electrician				
Assistant Technician/Electrician				
<b>Travel Rate Schedule</b>				
<b>Rate /Km</b>	<b>Distance in km (return trip)</b>	<b>Total /Trip Excluding VAT</b>		

**PART 3: SERVICE INFORMATION**

Document reference	Title	No of pages
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## PART C3: EMPLOYER'S SERVICE INFORMATION

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## Description of the service

### Executive overview

There is a need for energy savings, accurate billing, and reporting with historical trends for analysis, to draw history to attend to tenant queries and possibly to fast-track green energy building certification/accreditations (e.g. EPC) SANS 1544:2024 Energy Performance Certificate (EPC) mandatory which is one of the government regulations introduced. This project will be a stop gap for a period of 6 months while awaiting the appointment/procurement process towards appointment of a professional service provider for the maintenance of metering in the pipeline.

The benefit is to meter all critical loads and stakeholders in and around the airport premises with energy management system that will link all meters to a central server and automate metering data collection and provide analysis, reporting and system diagnosis. The work also includes installation of newly identified metering points/spares to meter all points of consumption including but not limited to water consumption.

Scope :

#### 1. Once Off Initial Work

- Install/configure the current installed Billing Software and associated patches,
- Implement a server for BMS Factory that will Talk BMS server to receive billing data,
- Move PNPSCADA to a newly updated Scada/server, with all hardware and software that would be compatible with ACSA IT
- Spin up another virtual machine with relevant software on it/or any compatible and move the data across from one server to the other,
- Supply and operate Optical Eye to draw history of up to 6-12 months for tenants with queries,
- Do Tariff Optimization,
- Configure ACSA BMS Contractor to configure BMS to read the new tags. (This cost will be claimed at proven cost)

#### 2. Generate Monthly Bills as follows:

- Generate Electricity billing Report
- Generate Water Billing Report
- Maintenance cost (including travelling cost, consumables, accommodation and Labour)
- Call out (including travel cost and first hour Labour)
- Attend to Tenant Queries with 48 hrs

#### 3. General

- Labour rates (Site Manager, Electrician/Technician and Assistant Electrician/Technician). Operating hours 08h00-17h00. Rates should be quoted during operating hours and after hours.
- Travelling Cost (return trip to and from). This will be fixed as from the place of business to King Shaka Airport.
- Provisional annual sum for Permit Cost
- Safety File
- provisional sum for spares

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

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

### **Interpretation and terminology**

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AMR	Automatic Meter Reading
ACSA	Airports Company South Africa
EPC	Energy Efficiency Certificate

## Management strategy and start up.

### The Contractor’s plan for the service

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

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

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

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

### Management meetings

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		Employer, Contractor and _____

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions

or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

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

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

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

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

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

### **Documentation control**

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

### **Invoicing and payment**

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

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

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

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

### **Contract change management**

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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

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

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

### **Insurance provided by the Employer**

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

### **Training workshops and technology transfer**

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

### **Design and supply of Equipment**

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

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

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

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

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

## Information and other things

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

## Management of work done by Task Order

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

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

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

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

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

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

## Health and safety, the environment and quality assurance

### Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Employer* may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

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

### Environmental constraints and management

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

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

### Quality assurance requirements

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

## Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

## People

### Minimum requirements of people employed

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

### BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

## Subcontracting

### Preferred subcontractors

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

### Subcontract documentation, and assessment of subcontract tenders

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

### Limitations on subcontracting

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

### Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

## Plant and Materials

### Specifications

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

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

### Correction of defects

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

### *Contractor's procurement of Plant and Materials*

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

### Tests and inspections before delivery

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

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

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

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

## Working on the Affected Property

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

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

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

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

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

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

### **Health and safety facilities on the Affected Property**

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

### **Environmental controls, fauna & flora**

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

### **Cooperating with and obtaining acceptance of Others**

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

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

### **Records of Contractor's Equipment**

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

### **Equipment provided by the *Employer***

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

### **Site services and facilities**

#### **Provided by the *Employer***

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

#### **Provided by the *Contractor***

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

### **Control of noise, dust, water and waste**

State requirements, if any.

### **Hook ups to existing works**

State any constraints

### **Tests and inspections**

#### **Description of tests and inspections**

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

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

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

## List of drawings

### 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.

Drawing number	Revision	Title

## **PART C4: SITE INFORMATION**