

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: GRASS CUTTING, TREE FELLING, WEED REMOVAL, ALIEN VEGETATION AND LANDSCAPING AT KING PHALO AIRPORT FOR A PERIOD OF FIVE (5) YEARS.

SERVICE NUMBER:

NEC 3	: TERM SERVICE CONTRACT (TSC)
Between	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
	Applicable at King Phalo Airport
	(Registration Number: 1993/004149/30)
and	[DRAFTING NOTE: INSERT CONTRATOR NAME]
	(Registration Number:)
for	GRASS CUTTING, TREE FELLING,WEED REMOVAL, ALIEN VEGETATION AND LANDSCAPING AT KING PHALO AIRPORT
	FOR A PERIOD OF FIVE (5) YEARS
Contents:	67 Pages
Part C1	Agreements & Contract Data
Part C2	Pricing Data
Part C3	Employer Service Information
Part C4	Site Information

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

Grass cutting, tree felling, weed removal, alien vegetation and landscaping at KING PHALO Airport for a period of five (5) years.

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

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

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

(in words);			
(in figures)			
	amount should be calculated as per the gu ct between the amount above and the Activ		the event
for the Cont	ractor		
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:

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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

for the Employer

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.

Signature Date Name Capacity Airports Company South Africa, King Phalo Airport 66 Settlersway Greenfields East London 5201 Name and signature of witness

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Schedul	of De	viations
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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 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	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:		
		A:	Priced contract with price list
	dispute resolution Option:	W1:	Dispute resolution procedure
	and secondary Options:		
		X1:	Price Adjustment for inflation
		X2:	Changes in the law
		X17: Option	Low service damages (as amended in z)
		X18:	Limitation of Liability (as amended in Option Z)
		X19:	Task Order
		Z:	Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)		
10.1	The <i>Employer</i> is (Name):	Airpo	rts Company South Africa SOC Limited
	Address	King I	Phalo Airport
		66 Se	ttlersway
		Green	fields
		East L	ondon
		5201	
10.1	The Service Manager is:	Mr. Sa	amkelo Luyenge for King Phalo Airport.
11.2(1)	The Accepted Plan is	Annex	led in Part C3 of this document, including kes thereto as submitted by the Contractor ccepted by the Service Manager.
11.2(2)	The Affected Property is	King I	Phalo Airport,

11.2(13)	The Service is	Grass cutting, tree felling, weed removal, alien vegetation and landscaping at King Phalo Airport as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	Public liability insurance and Indemnity. Health and safety. The method statement, Planned maintenance work Relevant Legislation
11.2(15)	The Service Information is in	The section titled Service Information included as Part C3 of this document.
12.2	The law of the contract is the law of	The Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The starting date is	On signing of the contract by both parties
30.2	The Service Period is	Five (5) years from the starting date
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The assessment interval is on the	15th day of each successive month
-		
51.1	The currency of this contract is the	South African Rand (ZAR)
51.1	The currency of this contract is the The period within which payments are made is	South African Rand (ZAR) 30 days

6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover o minimum limits of indemnity requite the insurance table	
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
	Priced contract with price list Data for Option W1	Refer to Part C2
11		Refer to Part C2 The person appointed jointly by the parties from the list of adjudicators contained below
11 W1.1	Data for Option W1	The person appointed jointly by the parties from the list
A 11 W1.1 W1.2 W1.4	Data for Option W1 The Adjudicator is The Adjudicator nominating body	The person appointed jointly by the parties from the list of adjudicators contained below The current Chairman of Johannesburg Advocate's Bar
11 W1.1 W1.2	Data for Option W1 The Adjudicator is The Adjudicator nominating body is	The person appointed jointly by the parties from the list of adjudicators contained below The current Chairman of Johannesburg Advocate's Bar Council

W1.4	will choose an arbitrator r s	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	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	
X18.1	The Contractor's liability to the Emp for indirect or consequential loss is to	•
X18.2	For any one event, the Contractor's liability to the Employer for loss of contractor damage to the Employer's property limited to	or
X18.3	The Contractor's total liability to the	The total of the Prices
	Employer for defects due to his des	ign
	which are not listed on the Defects Certificate is limited to	

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 Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

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 liability,
- Insurance liability to the extent of the Contractor's risks
- death of or injury to a person; infringement of an intellectual property right
- Accidental Damage to the property of the employer by contractor, while rendering services as stipulated in the scope of works.

Z The Additional conditions of contract are

Z1 - Z19

Amendments to the Core Clauses

- **Z1** Interpretation of the law
- **Z1.1** This contract is the entire agreement between the parties.

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager, the Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service:

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

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

Z5 Termination

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated or steps are taken to initiate business recue proceedings". **Amendment to the Secondary Option Clauses Z**7 Limitation of liability: 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 **Additional Z Clauses Z8** Cession, delegation and assignment **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 maycede and delegate its rights and obligations under this contract to any person or entity **Z9** Joint and several liability 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. **Z10 Ethics** 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.
- 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.

Z11 Confidentiality

- 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.

Z12 Employer's Step-in rights

- 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*
- 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.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

- **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

- 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.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the Adjudicator**

An Adjudicator is appointed Panel of Adjudicators 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
		ghandi@badela.co.za
Mr. Errol Tate Pr.	Durban	+27 11 262 4001
Eng.		Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800
		salimebrahim@mweb.co.za
Mr. Sebe Msutwana	Gauteng	+27 11 442 8555
Pr. Eng.		sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281
30		reyneke@duma.nokwe.co.z
		<u>a</u>
Mr. Emeka Ogbugo	Pretoria	+27 12 349 2027
(Quantity Surveyor)		emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details
		(phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700
		ghandi@badela.co.za
Mr. Errol Tate Pr.	Durban	+27 11 262 4001
Eng.		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
Fr. Liig.		sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281
30		reyneke@duma.nokwe.co.z
		<u>a</u>
Mr. Emeka Ogbugo	Pretoria	+27 12 349 2027
(Quantity Surveyor)		emeka@gosiame.co.za

Z16 Notification of a compensation event

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

Z17 BBBEE 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.

Z18 Communication

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.

Z19 Delegation

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

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.

PART C1.2b CONTRACT DATA

PART TWO - DATA PROVIDED BY THE CONTRACTOR

Statement	Data
The Contractor is (Name):	
Address:	
Telephone No.	
Fax No.	
The working areas are	See C3 'Service Information'
The Contractor's Key people are:	CV's to be appended to Tender Schedule
Name:	
Job:	
Responsibility:	
Qualifications:	
Experience:	
	The Contractor is (Name): Address: Telephone No. Fax No. The working areas are The Contractor's Key people are: Name: Job: Responsibility: Qualifications:

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	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be	Access to Site
	included in the Risk Register	Travelling public and ACSA stakeholders

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation:

AIRPORTS COMPANY SOUTH AFRICA SOC LTD King Phalo Airport,
66 Settlersway
Greenfields,
East London
5201
Physical Address:
King Phalo Airport,
66 Settlersway
Greenfields,
East London
5201
Hereinafter referred to as "Client"
Name of organisation:
ТВА
Physical Address:

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ТВА			

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

The mandatory's main scope of work is Grass cutting, Tree felling, Weed removal, Alien vegetation and Landscaping to King Phalo Airport for a period of five (5) years. The services intended for this contract are;

- · Landside Cleaning,
- · Gardening,
- Landscaping
- Grass Cutting,
- Tree Felling
- Pruning of Trees
- Weed Removal (herbicide application between the pavers)
- Alien vegetation and herbicide application on landside and airside
- Maintain a 5m fire break around the perimeter fence.

*Refer to Annexure A for a detailed area based scope of works

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

- The Mandatary warrants that all their employees and/or their Contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal Contractor or Contractor is in good standing with the Compensation Fund or Licensed Insurer.
- 2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their SubContractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

- 1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- 2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- 3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the 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.
- Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

AIRPORT COMPANY SOUTH AFRICA

In terms of section 37(2) of the Occupational Health & Construction Regulations 2014,	Safety Act 85 of 1993 and section 5.1(k) of the
I	ame) undertake to ensure that the requirements
Mandatary – WCA/ Federated Employers Mutual No	
Expiry date	
SIGNATURE ON BEHALF OF MANDATARY (Warrant his authority to sign)	DATE
SIGNATURE ON BEHALF OF THE CLIENT	 DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

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

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

- a) PUBLIC LIABILITY Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer..
 - Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance

- enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) be affected with Insurers and on terms approved by the Employer.
 - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
 - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

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

PART C2: PRICING DATA

C2.1 Pricing Assumptions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.

The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.

This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.

The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.

The Contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.

Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.

The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.

"Foreign" shall mean the CIF (Cost, Insurance and Freight) value.

No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.

Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

All provisional sums and contingency amounts shall be expended as directed by the Employer and any balance remaining shall be deducted from the contract sum.

All items described as "provisional" shall be measured as executed and paid for according to prices in the activity schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, comments without a written instruction from the Employer. No commitment to expending any portion of the contingency amounts and /or provisional sums are made or implied by the Employer.

The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 The Price List

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

Activity Schedule King Phalo Airport

Item	Description	Frequency	Quantity (per month)	Quantity (per year)	Amount (per single item)	Total (per year)
Insurance (ACSA required for this contract)		Monthly	1	12	R	R
2	OHS Requirements, as per the OHS Act of 1993 and the Construction Regulation of 2014 (e.g. Uniforms and staff personal protective equipment, safety file specifications refer to Annexure E)	Once off	1	1	R	R
3	Airport permits and parking fees – Budgetary Allowance (For AIT and Security awareness training refer to Annex F) *At proven cost	Budgetary allowance	1	1	R 50 000,00	R 50 000,00
4	GRASS CUTTING AND GARDENING					
a)	Grass cutting, Gardening, weed removal & Cleaning area A* (4034 m2)	Monthly	1	17	R	R

6	Weed removal	Monthly	1	12	R	R
0	(30176m2)	WiOritrily	1	12	K	K
7	Maintain a 5m Fire break around Perimeter fence (112000m2)	Every two months	1	6	R	R
8	Alien vegetation removal	m²	1	1	R	R
9	Landscaping	m ²	1	1	R	R
10	Pruning of Trees	Each	1	1	R	R
11	Subtotal Year 1 Excluding VAT				R	
12	Subtotal Year 2 (Subtotal year 1 + price escalation) Excluding VAT			R		
13	Subtotal Year 3 (Subtotal year 2 + price escalation) Excluding VAT			R		
14	Subtotal Year 4 (Subtotal year 3 + price escalation) Excluding VAT			R		
15	Subtotal Year 5 (Subtotal year 4 + price escalation) Excluding VAT			R		
16	Contract Total Sum Excluding VAT				R	
17	Contract Total Sum Including VAT				R	

*Please note Items 4 – 10 on activity list will be managed via a Task order, where an instruction shall be issued prior to commencement of service, instruction shall be issued by the *Service Manager*.

*this amount to be carried over to Form of Offer and Acceptance

Contract values will be increased/decreased according to South Africa's Consumer Price Index (CPI) at contract anniversary. For the purposes of comparison, 6% CPI should be used in the above table. The actual CPI value to be used at contract anniversary can be obtained at any reputable institution.

Contract value.

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

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

Labour rates and Mark-up

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Normal hours (R/hour)	After hours and Saturday (R/hour)	Sunday (R/hour)
1	Supervisor			
2	General Labourer			

All rates to exclude VAT. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. Staff must have general cleaning, grass cutting and gardening experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment used to execute the work.

For all full-time staff and senior personnel dedicated to this contract, the following must be submitted in detail:

Full Names of staff to be involved with this contract.

Proof of previous experience gained in the filled.

Staff must be in permanent employ of the company.

Properly trained in category of work that he or she is required to perform.

Medically fit to execute the duties as detailed in the work scope of the contract.

Minimum qualifications of staff

Supervisor

Literate, able to read, write and speak in English. Competence in OHS act regulations applicable to the work carried out. He or She must have first aid skills. He or She must be competent in the scope of works required.

Demonstrate understanding and working experience of the environmental regulations as set out in ISO 14000. OHS act for the use of chemical substances.

Labourer

Understanding safety. Able to speak, write and read instructions in English.

Previous work experience. Good Behaviour. No previous criminal records.

PART 3: SERVICE INFORMATION

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

PART C3: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

The objective is to maintain and ensure that the landside cleaning, Gardening and Maintenance of a 5m grass cutting fire break around the perimeter fence and refuse removal is done in accordance to the requirements specified to the document.

The works comprise of the following:

- Landside cleaning
- Landscaping
- Gardening on the Landside and Airside
- Maintain 5m fire break around the perimeter fence
- · Grass Cutting,
- Tree Felling
- Pruning of Trees
- Weed Removal (herbicide application between the pavers)
- Alien vegetation and herbicide application on landside and airside

*Refer to Annexure A for a detailed area-based scope of works

Employer's requirements for the service

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

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

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

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes.

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the General cleaning, gardening and grass cutting procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport

requirements are: safety shoes, overalls, gloves, face shield (for grass cutting) and a uniquely numbered reflective jacket (for easy identification).

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OHS act	Occupational Health and Safety act.
ACSA	Airport Company South Africa.
ICAO	International Civil Aviation Organization.
ISO	International Standards Organization.

Management strategy and start up.

The Contractor's plan for the service

The service will be carried during normal hours from (08h00 until 16h00) Monday till Sunday. The Contractor shall be required to have permanent permits for the duration of the contract.

Together with the submitted plan, the Contractor shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged in conjunction with the Contractor's Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work.

Management meetings

Contract performance meetings will be set up from time to time between the Contractor and the Employer's Service Contract Manager. The scheduling of these meetings will be at the discretion of each airport as and when required. The meeting will be conducted formally where contract KPI's will be discussed. The Contract needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the Contractor electronically for record keeping and auctioning of the agreed activities.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Wednesday's at 10h00	King Phalo Airport	Employer, Contractor
Overall contract progress and feedback	Monthly on Wednesdays at 10h00	King Phalo Airport	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

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

Whilst the Contractor (all staff and sub-contractors) is active within the contract's physical boundaries and time-frames, all their representatives will adhere to the following:

- 1. Wear a clearly marked (company name and type of services, i.e. Surface Maintenance Contractor) reflector jacket or vest.
- 2. Comply with all ACSA safety and Environment procedures.
- 3. Comply with all ACSA AVSEC and ARFF procedures
- 4. Behave in a professional and lawful conduct
- 5. Be courteous to all ACSA customers and stakeholders

Documentation control

The communication document will be introduced in the inaugural meeting at King Phalo Airport. Such document will be used as a standard communication document and will be attached electronically via E-mail for record keeping and circulation.

The contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Monthly progress reports should be submitted timeously by no later than the 3rd day of the following month, where reference must be made of all completed PM's and WO's.

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 Finance Department and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;

The contract number, Blanket Purchase Order Number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4930138393;

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;

Insurance provided by the *Employer*

Please refer to C1.4

Health and safety, the environment and quality assurance Health and safety risk management

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

It shall be the Contractor's responsibility to ensure that all relevant labour, safety legislation and applicable compliance is adhered to in this contract. Regulations as set out in the Airside induction shall be obeyed at all times.

The Contractor employees on site shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

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

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

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

All airside areas

All areas accessible to the public

All enclosed areas

The Terminal building

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

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

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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action.

This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

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

Environmental constraints and management

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

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- · cause a fire or safety hazard

King Phalo Airport aspire to or are registered with an ISO 14000 rating. This will need to be maintained at all times by ensuring that Environmental legislation are followed and adhered too.

Quality assurance requirements

The Contractor shall ensure that works are carried out as per the Airport Company South Africa procedures for the General cleaning on the Landside in the King Phalo Airport. Frequent daily inspections are to be conducted to ensure the Airport cleanliness.

Procurement

This type of contract caters for the target pricing as described under option C of the NEC 3 Term Service contract.

People

Minimum requirements of people employed

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

BBBEE and preferencing scheme

In order to qualify for B-BBEE recognition, ACSA will only accept B-BBEE certificates from SANAS accredited verification agencies and IRBA approved auditors as proof of B-BBEE status.

Subcontracting

Preferred subcontractors

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

Plant and Materials

Specifications

The following are some of the material that will be required for the service. The Contractor should not be limited to the equipment below as the onus will be on theirs to ensure the supply and adequate use of the equipment to execute the work as detailed in the scope of this contract.

- 1. Industrial weed eaters for grass cutting.
- 2. Edge clippers for tree treaming.
- 3. Chain saws for tree cutting.
- 4. Industrial Rakes
- 5. Industrial brooms
- 6. Waste collection pans.
- 7. Refuse sacks to remove the grass.
- 8. Protective screen or sheath to protect the vehicles during the grass cutting activity.
- 9. Industrial Lawnmower/ ride-on mower

Correction of defects

The Contractor shall report any defects on areas that the service was rendered. The Contractor shall immediately notify the Employer's Service Manager who will then advice the correct procedure to be followed to fix the defects.

Plant & Materials provided "free issue" by the Employer

The employer will provide access to the existing ablution facilities for the use by the Contractor employees.

Working on the Affected Property

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

The Contractor is required to keep the time sheets on site for staff during the period in which the services are rendered as the Service Manager will require this from time to time. Safety file should be submitted and approved by the Safety department prior the commencement of the service. Daily inspections will be conducted by the safety department on the OHS act compliance, housekeeping and Personal Protective Clothing.

People restrictions, hours of work, conduct and records

Only people with valid King Phalo Airport permits is allowed to be performing duties on the Employer's premises under the mandate of this contract. The hours of work remains 08:00 till 16:00 daily from Monday till Sunday. The Contractor employees are to conduct themselves professionally during the working hours. The use of toxic substances is prohibited during the hours of work and is a dismissible offence in the company's employment policies.

The Contractor is to keep the records of the equipment inspections and servicing. As these will be required from time to time.

Health and safety facilities on the Affected Property

The Contractor shall ensure that the health and safety facilities on the affected property or lack thereof are noted in the Contractor's safety plan. The Contractor shall thereafter ensure that all the Health and Safety facilities or their alternatives are accounted for in the Contractors safety plan

Records of Contractor's Equipment

The Contractor is to keep the records of the equipment inspections and servicing. As these will be required from time to time.

At the start of the contract period, the contractor will submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the Service Manager. This list must be approved regularly as and when amendments to it, occur.

Site services and facilities

Provided by the Employer

The Employer will provide access to the existing ablution facilities for the use by the Contractors employees.

The Contractor and his/her staff will utilise the ablution facilities at the Main gate. No ablution facilities may be used in the terminal building.

Provided by the *Contractor*

The Contractor to provide appliances to be used by its employees. Such will remain the property of the Contractor and will be used in the allocated area only.

Control of noise, dust, water and waste

The Contractor to ensure that measures are in place to control and minimize dust impact. The Contractor to provide protection sheath to protect the vehicles during the grass cutting activity.

The Contractor shall conserve the scarce resources such as water and electricity. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

Tests and inspections

Description of tests and inspections

Works inspections will be carried jointly between the Service Manager of the employer and the Contractor on weekly basis to ascertain the cleanliness of the Airport.

Inspection forms must be signed off by the following ACSA representatives in order of priority based on availability:

- Service Manager
- Supervisor
- IMC Co Ordinator/Electrician
- ACSA Maintenance and engineering representative
- Other Department Manager

Drawings issued by the Employer

No drawing will be issued by the Employer under this contract.

PART C4: SITE INFORMATION

King Phalo Airport

66 Settlers way

East London

5201



ANNEXES TO SERVICE INFORMATION

Title	Annex number
Service Level Agreement	Annex A
Management Reports Templates	Annex B
Contract Start-up Proposal	Annex C
Environmental Terms and Conditions	Annex D
OHS Specifications	Annex E
Permit Prices	Annex F
Grass cutting Images	Annex G

ANNEX A - SERVICE LEVEL AGREEMENT

Scope of works

- The services intended for this contract are:
- Landside Cleaning,
- Landscaping,
- · Gardening,
- · Grass Cutting,
- Tree Felling
- Pruning of Trees
- Weed Removal (herbicide application between the pavers)
- Alien vegetation and herbicide application on landside and airside
- Maintaining a 5m grass cutting fire break around the perimeter fence and refuse removal at King Phalo Airport for a period of fives (5) years.

The Service Provider Contractor will provide quality residential and commercial yard care service with Exceptional workmanship. Ensuring garden spaces are clean, neat and well cared for and to take extra care to protect ACSA property and all equipment including Stakeholders.

Some areas contain a higher amount of care and attention than others or may need an initial highly intensive clean-up to get it back into shape. An inspection report is required to be carried out on a weekly basis and to be submitted electronically or by hand to Maintenance coordinator ,Service Manager or Maintenance Manager on a weekly basis.

Landside Cleaning and Gardening,

- Maximum grass cutting height shall be 15mm and maintained throughout non-operational areas at King Phalo Airport.
- Service provider / Contractor shall perform checks to ensure that there is no evidence of cracking on the edges or anywhere on the roads and curbs in the movement areas through which the grass might grow.
- The service provider contractor will ensure that there is no grass protruding onto the curbs on the road.
- Grass that has been cut to a length of 15mm must be collected and removed immediately off the airport premises to an approved Buffalo City Metro Municipality dumping site.
- The service providercontractor will ensure that there is no grass protruding onto the curbs on the road.
- Service provider/Contractor will ensure that weeds are neatly removed around the in all
 areas including around the cycads located in front of the terminal building (airside) and
 around the trees behind the fire station on the Landside.
- Ensure areas being cut close to vehicles are barricaded to prevent stones or any projectile objects causing damage during grass cutting activity.
- Once the Contractor is in possession of a valid work order then the Service Provider will
 report to the Service Manager or Maintenance co-ordinator before commencement of any
 grass cutting takes place at the airport.
- Total area to be maintained is about 44, 333 m²
- The grass will be maintained on a monthly basis (March until May) and twice a month (August until February) during rainy seasons.
- In winter seasons (June until July) the grass will be maintained as and when required. Service Manager shall issue a task order prior to commencement of works.

Maintain a 5m break around the perimeter fence;

• Every two months the contractor shall be required to maintain the 5m clearance around the perimeter fence. This is to ensure that there is a fire break and no trees will grow within the 5m area from the perimeter fence.

Non-operational areas will include the following;

- Parking Lot
- Access to the Airport roadsides
- Lock up garages
- Retention pond area
- Fire Station
- Ramp Handling Building
- Terminal Building Airside
- Electrical Complex
- Main Gate

Detailed Area based scope of works

		Location	Area	Туре
1	Area A: Complex to Main Gate	Landside	4,034 m ²	Grass
2	Area B: Airport access	Landside	1,282 m ²	Grass
3	Area C: Parking and Lockup garages	Landside	3,962 m ²	Grass
4	Area D: Ramp & Fire Station	Airside	14,678 m ²	Grass
5	Area E: Business Lounge Airside	Airside	7,243 m ²	Grass
6	Area F: General Aviation	Landside	4,523 m ²	Grass
7	Area G: General Aviation Access	Landside	4,888 m²	Grass
8	Area H: Retention Pond	Landside	3,723 m ²	Grass

Areas to be serviced are as follow:

1. Area A (Complex to Main Gate) (Total area = 4034m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings and around trees is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every Clean up.
- The Contractor shall prune trees in this area as and when required.

- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

2. Area B (Airport Access) (Total area = 1282m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every cut.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

3. Area C (Parking and lockup garages) (Total area = 3962m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every Clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.

- The Contractor shall put up barricades to prevent debris causing damage to parked vehicles during grass cutting activity.
- The Contractor shall cut this area with the lawnmower and not weed eater.
- The outside garden will be attended to every week. The cleaning and maintenance service shall be rendered to the Company every Thursday.
- The Contractor shall prune trees in this area as and when required.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

4. Area D (Ramp and Fire station) (Total area = 14678m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

5. Area E (Business Class Lounge Airside) (Total area = 7243m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.

- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall put up barricades to prevent debris causing damage to glass walls during grass cutting activity
- The Contractor shall cut this area with the lawnmower and not weed eater so as to
 prevent projectile stones to the car park and the glassed area at the terminal building.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

6. Area F (General aviation) (Total area = 4523m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to Aircrafts and vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

7. Area G (General Aviation Access road) (Total area = 4888 m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

8. Area H (Retention pond) (Total area = 3723m²)

- Maximum grass cutting height shall be 15mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor shall ensure that there are no trees growing inside the retention pond
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall cut this area with the lawnmower and not weed eater.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.
- Service Manager shall issue a task order prior to commencement of works.

9. Weed Removal (herbicide application between the pavers)

• The contractor shall be required to remove the weeds on the palisade fence of all the parking areas.

10. Alien vegetation and herbicide application on landside

• The contractor shall be required to perform the removal of alien vegetation.

(**)The Contractor must provide the person to conduct the escorting duties on the airside, this will assist on delaying the work.

The maintenance activities should be conducted within the ambit of all regulatory and best practice frameworks such as ICAO, OHSACT, SANS etc. The contractor shall be responsible for the maintenance and performance of the plant and equipment to an extent that ACSA deems appropriate and economical.

The successful bidder will be appointed directly by the Airports Company South Africa SOC Limited. The works to be done under this contract falls under landside precincts of the airport.

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.

SCHEDULED MAINTENANCE ACTIVITIES AND LOW SERVICE DAMAGES

ANNEX		SCHEDULED MAINTENANCE ACTIVITIES								
ı	3									
No		Activity	Frequency	Low service conditions	Sanction					
1	Grass cutting	Cut and maintain all grass length not to exceed a maximum allowable height of 15mm - at any given time. The Contractor will devise a strategy of required cut frequencies based on the present conditions. Conditions will be dependent on the season of the year. The end result must achieve an acceptable clean cut, groomed and "finished off" look. The optimum length of the cut grass may differ from place to place and the method of mowing and trimming may also vary according to the type of grass and the standard of finish required. The contractor shall ensure that mowing, trimming and cleaning activities is performed uniformly during all site visits, in order to achieve a uniform grass length and acceptable aesthetic appearance. All grassed areas should be edged at the same time as the grass cutting operations where such areas adjoining buildings, paving, manholes, trees, beds, sidewalks, fences, poles or any other obstacle in the grassed areas. Edging is performed mechanically only. No chemicals should be used.	Monthly	Not acceptable conditions with reference to uniformity and aesthetics. Edging is not performed, holistically or partially.	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value					

No		Activity	Frequency	Low service conditions	Sanction
	bo	Clean and maintain all grassed areas from foreign objects to achieve neatness; cleanliness and having a pleasing appearance (favourable conditions). Grassed areas have different characteristics based on	Monthly	Grassed areas not in favourable conditions Existence of weed	First offence = Warning; Second Offence = 5% of the monthly contract
2	Grassed area Cleaning	size, shape and quantity plant material. This requires different cleaning methods to achieve favourable conditions. The Contractor align his/her activities to the various conditions in these areas. Exposed soil will be weed free and levelled. Where beds are covered with mulch (bark / covering protection) or any other soil additive this must be also free of weed and foreign objects. Beds totally covered with flowers / plants must be cut back periodically to keep the species localised and stimulate growth. Thin out overgrown areas and remove dead leaves.		in grassed areas, Overgrown and not localised	value; Third Offence = 10% of the monthly contract value

No		Activity	Frequency	Low service conditions	Sanction
3	Pruning & Trimming	Trim all trees and shrubs according to their growth patterns - in order to uphold it's optimum health, presentation, aesthetics and prevent unsafe conditions (for vehicles and pedestrians) due to overhang breakage and falling. Maintain all smaller trees at an acceptable trimmed condition in order to avoid obstruction of all signs and drive-ways. Safety and passenger movement areas takes precedence.	3 Monthly	Trees or shrubs are not trimmed	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value
4	Refuse	Garden refuse is generated by the <i>Contractor</i> during the course of his normal activities and does not include refuse from any other source. This refuse may include branches, leaves and other plant matter but may also consist of other objects that need to be disposed of from the contract maintenance areas according to the service agreement. This refuse must be disposed of immediately.	Monthly	Refuse is not disposed off	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value
5	Paved Surface activities	Clean and maintain all paved areas from unwanted grass, weeds and rubbish. Clean and maintain all storm-water infrastructure from unwanted vegetation growth and soil built-up. This will prevent flooding and congestion of storm water infrastructure.	Monthly	Areas not kept clean	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value

No		Activity	Frequency	Low service conditions	Sanction
6	Invader Plants	According to the National Forest Act (Act 84 of 1998 as amended together with the relevant lists and notices) as well as the National Environmental Management: Biodiversity Act (Act 10 of 2004 as amended together with the relevant lists and notices), all declared invader weeds or plants that threaten the natural biodiversity should be eradicated or destroyed. The Contractor should obtain guidance and information on the treatment and/or eradication techniques required from the Department of Agriculture, Fisheries and Forestry. The contractor is required to conduct annual surveys to determine the relevant species, their distribution and extent on an annual basis to identify areas requiring intervention as well as to determine success rates of the eradication programme.	Annually	Invader Plants exists in service areas / Annual survey is not submitted	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value

No		Activity	Frequency	Low service conditions	Sanction		
No	Weed & Pest Control	The eradication of weeds whether manually, mechanically or by chemical means - is the responsibility of the <i>Contractor</i> . Determine the most effective method. Ensure that applied herbicides will cause no long-term soil imbalance / or detrimental effect as a result of the indiscriminate use of such herbicides. An Environmental clause might be stipulated on the MSDS or alternatively the product must be accompanied by a report from the Service provider relating to probable impacts. Application of herbicides must adhere to all safety, environmental and health legislation and regulations. A suitably qualified person who is registered in terms of the Chemicals Control Act (Act 36 of 1947) must handle the application of these chemicals. The necessary certificate must be presented to the <i>Service Manager</i> . Only approved herbicides may be utilised. Material safety data sheets (MSDS's) are a requirement and copies of all relevant MSDS's must be supplied to the Environmental and Safety Departments. Apply applicable herbicide (selective and non-selective) based on present conditions. Follow a spot treatment approach where	Monthly		First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value		
	۸	required in-between three monthly blanket treatments Apply applicable herbicide (selective and non-selective) based on present conditions. Follow a blanket approach every three months The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage. The Contractor will perform a pest control as and when required and or when their appearance becomes evident or in the interests of the plants affected so as not to detract from the general appearance of the contracted areas. Ensure no adverse long term effects pesticides may have on plant growth and soil fertility. Pests are identified as insects that may invade plant material. As with the	3 Monthly				
		application of chemicals for weed, a suitable qualified person who is registered in terms of the Chemicals Control Act, must apply / utilise chemicals used for the control of pests.					

An update of a chemical usage register is	N	No
required (Minimum requirements: Name of	R	Register
substance, quantity used, dilution factor if	SI	ubmitted
applicable, Name of qualified person, key		
control) must be submitted each time after		
a site visit. A report of all hazardous		
substances used accompanied by the		
relevant MSDS needs to be submitted to		
the Service Manager on a 6 monthly basis.		
It should however be kept up to date and		
available at all times for inspections and		
audits. All hazardous waste generated by		
the contractor must be disposed of in		
accordance with National Environmental		
Management Waste Management Act 59 of		
2008.		

	Confidential							
No		Activity	Frequency	Low service conditions	Sanction			
	bū	Fill-up all existing areas (including new areas based on a needs-analysis) with decorative grid stones.	6 Monthly	Areas not levelled as required / identified by the Service Manager	First offence = Warning; Second Offence = 5% of the monthly contract value;			
, Levelling	Levellin	Fill-up all existing areas (including new areas based on a needs-analysis) with decorative bark.	6 Monthly	the service ividinger	Third Offence = 10% of the monthly contract value			
8	Top Dressing,							
	Tol	Fill-up all existing areas (including new areas based on a needs-analysis) with top-soil in order to improve surface level conditions.	6 Monthly					
9	Protection	All fencing and poles must be protected against damage during brush cutting activities. The Contractor need to apply measures to enforce this. The Employer requires the contractor to install a PVC pipe section (white) around fencing poles and bollards (minimum 20cm in length) where the structure meets the ground level. SANS 966 Pipes must be utilised. Similarly, the Contractor must have a movable canvas when moving or brush cutting activities is performed in close proximity to parked vehicles.	3 Monthly	No protection exists	First offence = Warning; Second Offence = 5% of the monthly contract value; Third Offence = 10% of the monthly contract value			
10	Training	The Contractor is required to perform training workshops with the ACSA team and submit an attendance register accordingly	6 Monthly	No Training / No attendance Register submitted	First Offence = 5% of the monthly contract value; Eac Offence afterwards = 10% o the monthly contract value			

SERVICE CATEGOGY	PERFOMANCE STANDARD	METHOD OF MEASUREMENT	TARGET	Low Service Damages (Penalties)
Uniforms and staff personal protective equipment	Use of correct Personal Protective Equipment	No incidents related to non-use of PPE	100% compliance	Contractor pays R500 per staff member if staff members found non-compliant
Airport permits	Airport permits must always be displayed by the staff.	Random inspections by ACSA staff member	100 % compliance	Contractor pays R500 per staff member if staff members found non-compliant
Grass cutting, Gardening, weed removal, Pruning of trees & Cleaning	Weather permitting, contractor is expected to commence with activities within 48 hours after being issued with work order	Number of days to complete the work order	100 % compliance	Contractor pays 10% of activity rate ,per day exceeded after 48 hours.
Maintain a 5m Fire break around Perimeter fence	5m Fire break to be maintained quarterly	No trees and vegetation will grow within the 5m area	100 % compliance	Contractor pays R500 per tree that grows or overhangs within 5m from the perimeter fence
Notices displayed	Display relevant notices per section during activities	No incidents related to non- displaying of notices	100 % compliance	Contractor pays R1000 for failing to display Notices
Removal of grass cuttings from Airport premises	No grass heaps or bags left at the premises	Inspection by ACSA Surface maintenance staff	100 % compliance	Contractor pays R1500 for grass not removed
Proof of dumping from an approved BCMM site	Certificate of disposal per dumping	Produce certificates of disposal per monthly meeting	100 % compliance	Contractor pays R1500 per certificate not produced
Interaction with the employer	Attend monthly meetings	Complete attendance register	100 % compliance	Contractor pays R1500 per scheduled meeting not attended

Parties agree to the f the calculation of the	ollowing low service damage tables. The locontract sum/value.	ow service damages do not influence				
I,	(name & surname) of					
	—— ompany) agree to the above conditions and any of my employees or sub-contractors fa					
Signed:	on this date:	(dd/mm/yyyy)				
at:	(airpo	rt name)				

Low service damages scheme

Parties agree to the following low service scheme. The low service damage scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience.

1.1.1 Low service damages

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

1.1.2 Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

Notification of Low service damages

The employer's representative will notify the Contractor in writing of any low service and any claims directed at ACSA as a result of the equipment being unavailable, and will be for the account of the Contractor.

- A. Safety and housekeeping: It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed for two consecutive months, a penalty equalling one-month service rate will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- B. The employer's representative may request the replacement of a non-performing Contractor staff member: In the event that a Contractor staff member assigned to this contract has proven to be not satisfactory in his performance, incompetent or negligent in performing his duties, the employer 's representative may request that such staff personnel be replaced. The timing will be discussed and agreed by both parties, but shall not exceed two months.

Non-Conformance Report

In the event of any irregularity concerning Contractor non-performance, the report attached in the following page will be completed by an ACSA representative and signed by the respective Contractor's representative.

Non Conformance Report

Report #:

Contractor name									
Contract/Service desc	cription								
Contract number				Refere	ence docum	ent			
Number of non-conformances already issued against the Contractor									
Location of Non-confo									
Description of Nonco	nformanc	e:							
			1						
ACSA Representative	's Depart	ment						D	
ACSA Representative	Name		Signature		D	ate		Response date required	<u> </u>
ACSA Representative Address	e's Email		Telephone		С	ell		Facsimile	
CONTRACTOR'S REP	RESENTA	ATIVI	E: Acknowledgeme	ent of und	erstanding of	above No	on Conf	ormance	
Recipient/Reps Nam	ne		Signature		Title		Date		
Email address			Telephone	Cell			Facsimile		
Contractor's Response:	•		(B) Immediate Correctiv		Action	(C) Actio	n to Dro	wont Boourronge	
(A) Cause			(b) illimediate corrective Action (c) A			(C) Actio	II to Fie	event Recurrence	
(D) Corrective Action Ir	mnlement	ation	Date:	(F) Prov	renting Recu	rranca Imr	lement	ation Date:	
(b) Conceive Action in	притеп	20011	Date.	(L) 110V	criting recou	ironoc iin	JICHTICHT	ation bate.	
Recipient/Reps Nam			Signature	Title			Date		
ACSA Representative	: Evaluat	ion o	f Proposed Correc	tive Actior	n A	ccepted		Rejected	
Comments									
Name			Signaturo		Title				
ivaille			Signature		Title			Date	
CONTACTOR REPRES	SENTATI	/E: (Corrective Action Ir	mplemente	ed to ACSA a	and contra	ct requi		
Recipient/Reps	Name		Signatur	е	Titl	е		Date Implemented	
ACSA Representative: Follow up a		up ar	nd close out		A	ccepted		Rejected	
Comments									
									-
Name			Signature		Title		Date		

NON CONFORMANCE REPORT (NCR) PROCESS

- The **ACSA representative** notices any irregularity concerning Contractor performance, quality, deviation from contract, etc and fills out this form.
- 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
- 3 The *Contractor's representative* signs acceptance and understanding of the NCR
- The **ACSA representative** gives a copy of this signed NCR to the M&E manager's office for filing and noting.
- The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
- Note: If the response is not adequate, the *Contractor's representative* must resubmit a solution.
- 9 Upon completion of the corrective action and verification thereof, the *Contractor's* representative then informs the *ACSA representative* by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The ACSA representative returns the concluding results to the Contractor's representative via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the Contractor (3 repetitions is unacceptable in any one contract period) or nonacceptance of the Contractors corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a Contractor and may affect the adjudication of subsequent tenders to a Contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events. The shaded areas are to be completed by the *Contractor's representative*

MAINTENANCE RECORD SHEETS

When maintenance is performed record sheets must be completed and signed off by the Maintenance Co ordinator or duly authorised personnel.

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

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

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

ANNEX B - MONTHLY MANAGEMENT REPORTS TEMPLATES

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

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

- 1. maintenance work (including % of scheduled maintenance work completed)
- 2. daily and weekly checks performed
- 3. maintenance plan for the next month
- 4. RFI's to the employer (if any)
- 5. Urgent issues requiring emplyers attention
- 6. Outstanding maintenance issues

The Contractor shall keep copies of all reports for at least 5 years. All reports shall be in a format as agreed with the Service Manager from time to time.

The Service Manager may request additional reports from the Contractor from time-to-time.

ANNEX C - CONTRACT START-UP PROPOSAL

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule as well as the proposed maintenance schedule.

ANNEX D - ENVIRONMENTAL TERMS AND CONDITIONS

ACSA Service & Maintenance Contractors

Environmental Terms and Conditions to Commence Work - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all Contractors when conducting works for 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	Supply their own suitable clean-up materials where required.				
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 minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to 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. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times 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 5. Copy of waste permit for disposal site This information must be available during audits and inspections	
Handling & Storage of Hazardous Chemical Substances (HCS)	 This information must be available during audits and inspections. All HCS shall be clearly labeled, 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 with regard to 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 as a result of the infringement at his/her own expense.

l,	(name & surname) of			
ACSA's right to impose penalties sh with these conditions.	(company) agree to the above conditions and acknows should I or any of my employees or sub-Contractors fail to			
Signed:	on this date:	(dd/mm/yyyy)		
at:	(airport name).			

ANNEX E - OSHE SPECIFICATIONS

Contractor/S	Stakeholder		Contract Number			
Name:						
Project Manager:			Airport:	King	King Phalo Airport	
	work is to be		Dated			
performed:		Cross sutting uning wood posti	-:	an at at Kina Dhali	:	
Scope of Wo	OFK	Grass cutting ,using weed pesti	cide and cutting of tre	es, etc at king Phair	o airport	
No.		Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments		
1.		OHS appointments				
		ection 16(1), 16(2) & 8(2)			Required	
	SHE Repres			Danish d		
		First Aider(s) (Must have formal competency)			Required	
	Supervisors	Fire Marshall			Required Required	
	•				Required	
	Lifting supe	ervisor	n/a			
	Constructio	• • •		n/a		
		nstruction work Manager (Must ha	ive formal	n/a		
	competenc	• •		n/a		
		istant Construction work Manager		n/a n/a		
	CR 8(5) Cor	CR 8(5) Construction H&S Officer (Must have formal competency)				
	CR 8(7) Cor	CR 8(7) Construction work Supervisor				
	CR 8(8) Ass	sistant Supervisor (Must have form	nal	n/a		
	competenc	y)				
	Fall protect	ion planner (Must have formal co	n/a			
		Excavation Supervisor (Must have	e formal	n/a		
	competenc	• •				
		Risk Assessor (Must have formal competency)			Required	
		Incident Investigator			Required	
		CR 16(1) /SANS 085 Scaffolding Inspector (Must have formal competency)				
		1) Rope Access Supervisor (Must have formal competency)		n/a		
				n/a		
		CR 24 & EMR 9 Electrical Tool Inspector CR 29(H) Fire Fighting Equipment Supervisor (Must have formal			Required	
competer					1 1	
	CR 23 Cons	truction Vehicles & Mobile Plant C	perator	n/a		
	GSR 13 Lad	der Inspect		n/a		
		and) Tool inspector			Required	
		acking and Storage Supervisor (Mu	ust have formal		Required	
	competenc HCS Superv	<u>y)</u> isor (HCS Regulations)			Required	
			han 2 CUE De-	N1/A	Required	
	OHSA 19 SF site)	HE Committee Members (If more t	nan 2 SHE Reps on	N/A		
	•	ompliance officer		n/a		
2	Scope of w	ork			Required	
2.	Covid-19 Po			n/a	Nequireu	
3.		<u> </u>		ıı/a	Doguise d	
4.	Risk assessi			/-	Required	
5.		and tools list		n/a		
6.		ng procedures including covid-19 r	<u> </u>	n/a		
7.		for employees refusing to work du	ie to covid-19	n/a		
8.	Toolbox tal			n/a		
9.		Induction records of employees on covid-19				
10.	Reporting o	of OHS Surveillance Data to DoH		n/a		

11.	Vulnerable employee's declaration process	n/a	
12.	Daily screening process for employees and visitors	n/a	
13.	MoU or contract for secondary screening of symptomatic persons at work	n/a	
14.	PPE issue records for employees (inclusive of cloth masks)		Only ppe register for equipment issued
15.	ACSA Safety, Health and Environmental Induction		Required
16.	Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Sub contractor is subcontracting)		Required
17.	Valid Letter of Good Standing		Required
18.	Method Statement		Required
19.	Project Specific SHE Plan		Required
20.	Fall protection and rescue plan where applicable	n/a	
21.	Lifting plan where applicable	n/a	
22.	Valid Medicals fitness certificates as per Annexure 3 of the CR 2014 regulations		Required
23.	ID copies of the employees on-site		Required
24.	Pre-populated WCL2 form		Required
25.	Emergency Plan and Contact details for emergencies		Required
26.	Proof of competencies		Required
27.	Notification of construction work or Construction Permit if applicable.	n/a	
28.	Signed Environmental Terms and Conditions to Commence Work —EMS 048 attached		Required
29.	Approved Airside Safety Plan		Required
30.	Register of sub-contractors and activities to be undertaken	n/a	If required for sub- contractor to be used
31.	Select relevant high-risk activity to be performed. Work at Heights Hot Work Work on Electricity Work in Confined Space Excavation Work on machinery Other	x x	

ANNEX F – Grass Cutting Images

Sectionilized Areas for Grass Cutting



Figure 1: Area A = 1 798.55m2, Distance = 291.14m_Electrical Complex



Figure 2: Area B = 1 020.79m2, Distance = 199.45m_Air BP



Figure 3: Area C = 2 007.65m2, Distance = 281.59m_Airside



Figure 4: Area D = 4 682.80m2, Distance = 394.14m_VIP LOUNGE



Figure 5: Area E = 2 930.54m2, Distance = 498.13m_Ramp Building and Fire Station



Figure 6: Area F = 4 415.92m2, Distance = 270.56m_Cargo Area



Figure 7: Area G = 2 559.76m2, Distance = 414.45m_Hangers



Figure 8: Area H = 1 234.80m2, Distance = 272.31m_Hangers Heli



Figure 9: Area i = 2.054.74m2, Distance = 635.10m_R72, Pump house, Bidvest, Hertz and Europear



Figure 10: Area J = 1 172.60m2, Distance = 335.23m_Garages



Figure 11: Area K = 5 464.43m2, Distance = 645.92m_Pond area



Figure 12: Area L = 1 647.62m2, Distance = 714.32m_Cargo Area



Figure 13: Area M = 1 896.88m2, Distance = 779.42m_Cargo Area and Garages



Figure 14: Area N = 2 070.66m2, Distance = 471.49m_In front of the Garages

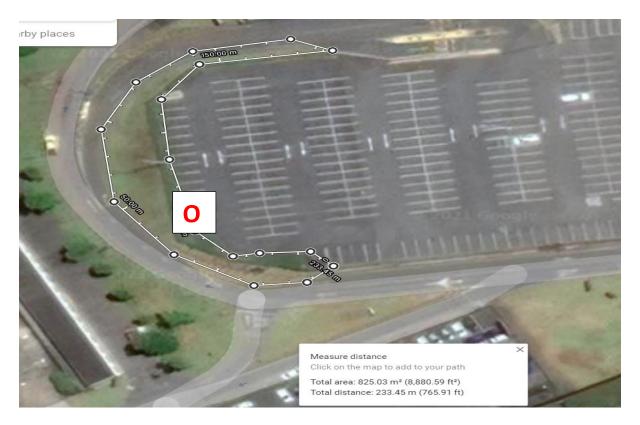


Figure 15: Area O = 825.03m2, Distance = 233.45m_In front of Open Parking

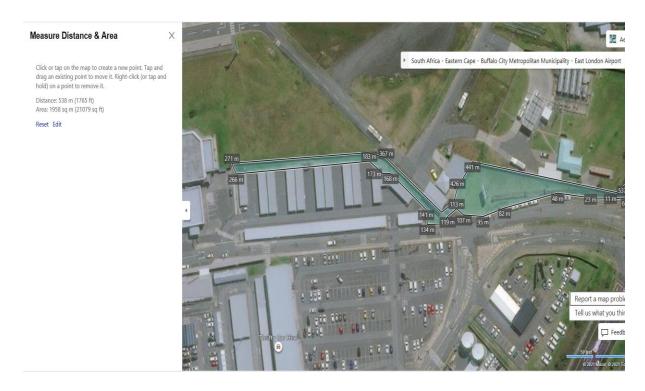


Figure 16: Area P = 1 958m2, Distance = 538m_Main Gate and Staff parking

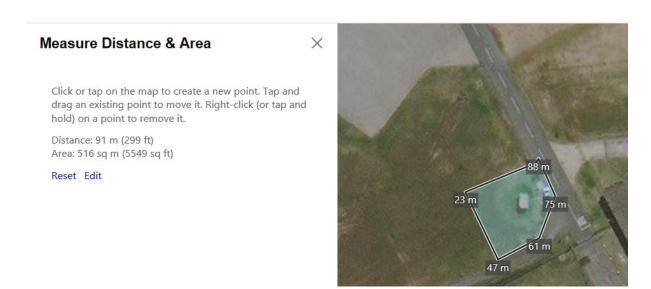


Figure 17: Area Q = 516m2, Distance = 91m_Cargo guard house

3m Clearance Security Perimeter Fence



Area in front of Terminal Building

