



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Maintenance of Landside Gardens at KSIA for a period of 3 years

PROJECT NUMBER: DIA6703/2020/RFP

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable to King Shaka International Airport
(Registration Number : 1993/004149/30)

and _____

(Registration Number : _____)

for **Maintenance of Landside Gardens at KSIA for a period of 3 years**

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Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of Maintenance of Landside Gardens at King Shaka International Airport for a period of 3 years.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and incur 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)

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

Rand;

R.....
...(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)
Name & signature of witness _____ Date _____

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer'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 or the Pricing Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Service Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, 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 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(s)

Name(s)

Capacity

for the
 Empl
 oyer

Name & signature of witness *(Insert name and address of organisation)*

Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

By the duly authorised representatives signing this agreement, the Employer and the tenderer 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 returnable 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.

Signature(s)

Name(s)

Capacity

for the (Insert name and address of organisation)
Empl
oyer

Name & signature of witness (Insert name and address of organisation) Date

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness (Insert name and address of organisation) Date

C1.3 TSC3 Contract Data

Part one - Data provided by the Employer

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	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 X13: Performance Bond X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract NEC3 Term Service Contract, April 2013
10.1	The <i>Employer</i> is (name):	Airports Company South Africa SOC Limited, applicable at King Shaka International Airport
	Address	Airports Company South Africa SOC Limited, King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is :	Nonkululeko Nzimande
	Address	Airports Company South Africa SOC Limited, King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407
	Tel	
	Fax	

	e-mail	Nonkululekofavorite.nzimande@airports.co.za
11.2(13)	The <i>service</i> is	Maintenance of Landside Gardens at KSIA for a period of 3 years.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Access to Site • Existing Services • Wild animals (eg. Bees, snakes, etc) • Travelling public and ACSA stakeholders
11.2(15)	The Service Information is in	Part C3: Service Information section of the contract
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 (seven) business days
3	Time	
30.1	The <i>starting date</i> is	Upon signing of contract by ACSA
30.1	The <i>service period</i> is	3 years from starting date as per 30.1 or upon depletion of contract value, which ever comes first
4	Testing and defects	
42.2	The <i>defects date</i> is	1 (one) week after completion of service
43.1	The <i>defects correction period</i> is	1 (one) week
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 (four) weeks.
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to the Insurance Clauses which is attached at the end of the Contract Data
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
9	Termination	Should the contractor not comply with the requirements of the service performance targets in Core Clause 20 to 27, the employer is entitled to terminate the works.
10	Data for main Option clause	

A	Priced contract with price list	Refer to part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 months.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is:	Arbitration
W1.4	The <i>arbitration procedure</i> is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	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.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Refer to Annex C under part C4
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Refer to C1.4 insurance schedule
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in

contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The e excluded matters are amounts payable by the Contractor as stated in this contract for

- Loss of or damage to the Employer’s property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the Contractor’s risks
- death of or injury to a person;
- damage to third party property; and
- infringement of an intellectual property right

X19	Task Order	
X19.1	Identified and Defined terms	<p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager’s instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p>
X19.2	Providing the service	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used,
X 19.3		<p>The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task</p>

		Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events
X19.4	Time	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The additional conditions of contract are	Z1-Z18

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, 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: Delete core clause 20.1 and replace with the following:

Z2.1 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.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*,. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses

- The conditions of contract and
- The other documents.

Z5.2

The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6.

Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7.

Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1

A change in law is defined as:

Z7.1.1

the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2

any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8.

Performance Bond: The following amendments are made to clause X13:

Z8.1.

Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.

Z8.2.

Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9.

Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1

The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

- Z8.2** 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

Z10. Cession, delegation and assignment

- Z10.1.** 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 final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

- Z11.1.** 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 this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** 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*.

Z12. Ethics

- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** 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;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** 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, gratuities, 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.

Z13. Confidentiality

- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *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*, whose consent shall not be unreasonably withheld.
- Z13.2.** 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*.

- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *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;
- Z13.3.3.** 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);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connector with the *works*) and generally does all things required by the *Service Manager* to achieve this end
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** 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:
- Z15.5.1** the *Contractor's* *service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the *service* is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. **Dispute resolution: The following amendments are made to Option W1:****
- Z16.1** **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z16.2** **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17** **Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18** **Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant *service* until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or

equipment and materials used, are in accordance with the provisions of the OHS Act.

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z18.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

Name:

Job Title for this Project:

Responsibility:

Qualifications:

Experience:

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

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:
 - 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
 - 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

Contents:	No of pages
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PART C2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing Instructions	[26]
C2.3	<i>The price list</i>	[29]

C2.1. Pricing Assumptions: option A

C2.1.1 Identified and Defined terms

11

11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

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

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

C2.2. Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Pricing schedule (including the Maintenance schedule)

1. Measurement and payment shall be in accordance with the quantity of service rendered and the corresponding price from pricing schedule.
2. For the purpose of the Price list, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of service

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Service Information or elsewhere, but of which the quantity of work is not measured in units.

3. Unless otherwise stated, items are measured net in accordance measurements agreed with the service manager, and no allowance is made for waste.
4. It will be assumed that prices included in the price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)

5. The prices and rates in the Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Service Information, and shall cover, "inter alia" all general, 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. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. 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.
7. 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.
8. 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.
9. 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.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the service shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price list, 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 Price list shall be agreed and priced as non-scheduled items.
12. 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.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Price list and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. An item against which no price is entered will be considered to be covered by the other prices or rates in the Price list. A single lump sum will apply should a number of items be grouped together for pricing purposes.

17. The quantities set out in the Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
18. The short descriptions of the items of payment given in the Pricing list are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service information.
19. All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price list

PRICING SCHEDULE**Price List (including the Maintenance Schedule)**

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. Reference to be made to the maintenance schedule for details on the maintenance areas. Only items listed in this Activity Schedule may be billed to the Employer.

Activity Schedule

NO	ACTIVITY DESCRIPTION	UNIT	QTY	RATE	AMOUNT (QTY X RATE)
1	PRELIMINARIES AND GENERAL				
1.1	Occupational Health & Safety Costs (The rate shall include the cost for setting up the OHS File, the maintenance and adherence of health and safety file and the uniforms and PPE required for compliance for all staff. OHS Audits shall be done throughout the life of the contract, as mandated by legislation)	Yearly	1		
1.2	Permits (Permits will be re-imbursed under at cost as per the Invoice paid to ACSA – <u>with no handling, post facto</u> . No allowance for the labour time and attending Induction cost will be paid.). ACSA will re-imburse costs for staff once every 2 years. Replacement of	Lump Sum			
1.3	Insurance	Yearly	1		
1.4	Provisional sum (additional scope at ACSA’s discretion)	Provisional Sum			R 500 000.00
2	MAINTENANCE AREAS (refer to Maintenance schedule)				
2.1	Zone 1				
2.2	Zone 2				
2.3	Zone 3				
2.4	Zone 4				
2.5	Zone 5				
2.6	Zone 6				
2.7	Zone 7				
2.8	Zone 8				
2.9	Zone 9				
2.10	Zone 10				
2.11	Zone 11				
2.12	Zone 12				
2.13	Zone 13				
3	LITTER AND REFUSE REMOVAL				
3.1	Daily litter removal	monthly	12		
TOTAL AMOUNT FOR YEAR 1					

	TOTAL AMOUNT FOR YEAR 2 WITH 5% CPI	R
	TOTAL AMOUNT FOR YEAR 3 WITH 5% CPI	R
	SUM TOTAL FOR 3 YEARS	R
	VAT	
	TOTAL AMOUNT (Including VAT)	

It is noted that:

- a) The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. In the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.

Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Normal hours (including Saturdays (R/hour))	After hours (R/hour)	Sunday (R/hour)
1	Site Foreman			
2	Skilled Labour			
3	Unskilled Labour			

All rates to exclude VAT. Work shall only be done through a Task Order, and only once a quotation has been submitted and approved.

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.

Mark-up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

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

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

Any outsourced services (sub-contracted work) utilised in place of existing resources which would normally form part of routine maintenance on the contract will not be subject to a mark-up and will be part of the routine maintenance cost of the Contractor.

PART C3: EMPLOYER'S SERVICE INFORMATION

Contents:	No of pages
C3.1 Employer's Service Information	[32]

C3.1: EMPLOYERS SERVICE INFORMATION

1 DESCRIPTION OF THE SERVICE

1.1 SERVICE INFORMATION (SCOPE OF WORK)

Objective of this Tender

The objective is to maintain the serviceability of the infrastructure at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the once-off remedial landscaping maintenance of the gardens at King Shaka International Airport.

The maintenance and control of landscaped areas are crucial in assisting with the control of weeds and alien vegetation. The aim is to establish healthy, thriving plants, encourage strong growth and allow for aesthetically pleasing plant landscapes. The maintenance of the landscaping plays a major role in the upkeep of the airport precinct, ensuring that a high security level within the airport precinct is maintained to allow a clear line of sight at fences, buildings, whilst also acting as firebreaks.

To provide facilities which are clean and hygienic, attempt to meet with the minimum requirements of the Occupational Health and Safety Act and those of airport users and stakeholders when using the airport. This contract is also intended to assist ACSA to meet the expectations of Airport Service Quality (ASQ) standards as per the Key Performance Indicator (KPI) set by the ACSA Board from time to time.

The scope of this contract will include:

1. Landside landscaping within close proximity to the terminal building

- a. Trim and pruning of trees and bushes
- b. Bed cleaning
- c. Invader plants and application of herbicides on landside
- d. Weed and Pest control
- e. Top dressing and levelling
- f. Protection
- g. Planting of new plant species

2. Landside cleaning and Litter picking

- a. Paved area activities – clear soil, weeds, growth

3. Landside grass cutting

- a. Grass cutting (include fire break and landside perimeter and security fences)

- b. Garden refuse (requirement: municipal dumping license)

Location of the works

The Works are located at King Shaka International Airport. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

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.

Airside refers to:

- Areas of the airport after the security point, and
- The part of the aerodrome that is restricted areas as governed by the NKP Act,
- Flat Freight areas, ACSA Training Centre

The works to be done will be under the areas as defined under The footprint of the *Affected Property*, as detailed under Part C4 (Site Information).

Extent of the works:

The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per the Task Orders from the Service Manager and / or s/his delegate.

All new installation, replacement and repairs must be approved by ACSA service manager prior to works being carried out.

Employer's requirements for the service

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

For each section, all work will be carried out to standards as required by the relevant 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) the said requirements.

An example of a Scheduled Maintenance activities is detailed in part C4 of this document. This is not an exhaustive list and is intended to be used as a guide.

In providing the Service, the Contractor shall not interfere with the normal everyday use of the affected Property. Airport operations must continue as far as practicable consistent with the work being done by the Contractor. Should this not be able to be achieved, the Contractor shall inform the Service Manager in order to negotiate a practicable alternative solution with the Operations Department.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
AIP	Aeronautical Information Publication
CMMS	Computerized Maintenance Management System (Oracle EAM software platform)
Foreign Objects	Rubbish; cigarette buds; unwanted dead leaves and twigs; weeds
ICAO	International Civil Aviation Organization
KPI	Key Performance Indicator
ME	Maintenance Engineering Department
MSDS	Material Safety Data Sheets

Paved Areas	Tar Roads; Concrete Walkways; Paving blocks; Terminal Building Curbs; Roadway Curbs; Parking Bays; Pavement Areas
KSIA	King Shaka International Airport
PM	Preventative & Predictive Maintenance Work Orders
SANS	South African National Standards
SOP	Standard Operating Procedure
OHS Act	Occupational Health and Safety Act.
WO	Work Orders (Corrective & Dispatched)

SCOPE OF WORK ACTIVITIES

MAINTENANCE ACTIVITIES

1.0 LAWN

1.1 MOWING / GRASS CUTTING

- 1.1.1 Lawn areas are to be brush cut to a minimum length of 25mm and a maximum length of 75mm using appropriate equipment. Lawns are to be cut neat and to an even finish without rutting or compaction.
- 1.1.2 Prior to grass cuttings the contractor should ensure that all litter, rubbish and debris is removed from the grass. After mowing, all grass cuttings are to be utilized as green mulch in the planting areas, as directed by ACSA or to be disposed from site at the end of each day to the composting site or contractor's skip bin.
- 1.1.3 In the course of mowing any area of lawn that is shaved or affects the ease and evenness of the cut is to be either manually or mechanically regarded to the correct levels. If any area appears uneven, due to incorrect cutting then the contractor will be liable to degrade the area to the correct level.
- 1.1.4 All areas where lawn abuts onto kerbs or footpaths, they are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. Cut around all obstructions and ensure that the border edges are to be trimmed in a neat cut condition. Finished levels to adjacent hard surfaces such as drains, kerbs, paving to be +25mm above the hard surfaces (with an acceptable variation of +20mm and -10mm). No encroachment is to be allowed. Ensure that adjacent hard surfaces are cleaned/swept of any cuttings.
- 1.1.5 Edging is performed mechanically only (for example using edge trimmers or shears). No edges are to be cut using a spade. No chemicals should be used.
- 1.1.6 All costs must be included in rates.
- 1.1.7 The grass length is to be monitored and cut as frequently as required to ensure that the cut length is as per the specification is maintained majority of the time.
- 1.1.8 Ornamental lawn areas are defined as those areas of high

1.2 WEED CONTROL

- 1.2.1 All areas of lawn are to be kept weed free. The eradication of weeds is to be undertaken.
- 1.2.2 Weeding is to be carried out in such a way as to ensure that no damage is caused to surrounding plants and trees (for example, use hand weeding). All root growth is to be removed.
- 1.2.3 Broad leaved weeds are to be controlled utilizing the correct herbicide for the specific plant. No spraying is to be undertaken in narrow lawn areas where desirable plants may be damaged. Ensure that applied herbicides will not cause long-term soil imbalance / or detrimental effect as a result of the inappropriate use of such herbicides.
- 1.2.4 Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.

2.0 SHRUBS AND GROUND COVER AREAS

2.1 WEED CONTROL

- 2.1.1 All planted areas are to be kept weed free at all times.
- 2.1.2 Weeding to be carried out taking care to avoid damage and disturbance of roots and planted material.
- 2.1.3 Remove weeds in its entirety including its roots.
- 2.1.4 Ensure all self-seeded tree lings are removed.

2.2 PRUNING AND TRIMMING

- 2.2.1 General pruning is to be carried out to encourage dense, bushy growth. Ground covers are to be cut back from bed edges and shrubs generally pruned. Ensure that formative shaping of shrubs, hedges and ground cover are maintained to have a well-balanced, natural appearance with clean, straight lines in the agreed formations. Distances above the ground are to be the same throughout to create uniformity (a maximum of 1m above ground level along the road edges and a minimum of 450mm). Box hedges, circular/ball formed shrubs to be shaped in such a manner that it provides clear sight lines where located along road verges and under signage.
- 2.2.2 Cautiously remove dead or excessive material, in particular the dead flowers and leaves. All rubbish generated during pruning is to be removed from site at the end of each day to the composting site or contractor's skip bin.
- 2.2.3 Major pruning should be undertaken after consultation with Airports Company South Africa.

2.3 BED CLEANING

- 2.3.1 Clean and maintain all beds (flowers/plants) from foreign objects to achieve neatness; cleanliness and having a pleasing appearance (favourable conditions).
- 2.3.2 Beds have different characteristics based on 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 the beds. 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.

2.4 WATERING

- 2.3.1 All areas of shrubs, ground covers and perennials are to receive a minimum of 25mm after maintenance.
- 2.3.2 The contractor is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above.
- 2.3.3 Where available - the contractor can utilise the existing irrigation system.
- 2.3.4 Those areas not covered by the irrigation system are to be hand watered, utilizing the given water points to connect.
- 2.3.5 Watering is to be conducted as frequently as required, contractor to avoid plants being damaged by over or under watering.
- 2.3.6 Watering will also be dependent on the municipal bylaws, due to water restrictions that may exist in from time to time.

3. TREES

3.1 FORMATIVE PRUNING

- 3.1.1 Minimal formative pruning is to be carried out under the direction of Airports Company South Africa.
- 3.1.2 Ensure that all dry branches, stems and beds around the trees be trimmed and cleared. Encroaching branches and stems to be trimmed back 1,5m from any infrastructure i.e. buildings, fences, roads.
- 3.1.3 The soil to be turned and kept neat at all times.
- 3.1.4 Remove all debris from site.

3.2 WEEDING

- 3.2.1 Water basins are to be created in shrub plantings where they do not already exist. Existing basins are to be reconstructed. Mature trees from stem size 75mm diameter and larger either in shrubberies or lawn do not require water basins. All basins within lawn areas are to be kept to a uniform shape and size.
- 3.2.2 All basins are to be kept weed free and are to be lined with mulch 50mm thick which is to be replaced as and when necessary.
- 3.2.3 Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees. Stem protectors must be installed to all trees in general lawn areas.

NB: Any tree dying due to damage by line trimmer is to be replaced by the Contractor at his own cost.

3.3 WATERING

3.3.1 All trees are to be watered by the irrigation system and / or by manual means, should the irrigation system not be available. The basins to be filled after maintenance.

4. PESTS

- 4.1 The contractor is to constantly monitor for pests throughout the garden and is to treat accordingly.
- 4.2 Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used.
- 4.3 Application of the pesticide is to be carried out fully in accordance with the manufacturers' specifications by a competent person. As with the application of chemicals for weed, a suitably qualified person who is registered in terms of the Chemicals Control Act, must apply / utilise chemicals have used for the control of pests.
- 4.4 The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage.
- 4.5 The Contractor will perform a pest control as and when instructed.
- 4.6 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.
- 4.7 An update of a chemical usage register is required (Minimum requirements: Name of substance, quantity used, dilution factor if applicable, Name of qualified person, key control) must be submitted each time after a site visit.
- 4.8 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.
- 4.9 All hazardous waste generated by the contractor must be disposed of in accordance with National Environmental Management Waste Management Act 59 of 2008

5. LEAF LITTER AND GARDEN REFUSE REMOVAL

- 5.1 The contractor shall be responsible for the removal of the day to day rubbish accumulated during the maintenance process. All rubbish generated is to be removed from garden areas at the end of each day. No stockpiles of leaves and waste are to be left overnight. The contractor is allowed to place a skip at their own cost.
- 5.2 All roads and pathways are to be kept swept, clean at all times and all litter to be picked, the frequency being determined by the prevailing season and weather conditions. One major sweeping once a day and a follow up inspection later in a day with corrections where necessary.

- 5.3** Leaves and grass clippings are to be utilized as mulch through all garden areas or as directed by ACSA.
- 5.4** Green waste to be taken to the Environmentally approved dumping site, the contractor to provide the General Waste certificate to the service manager.

6. INVADER PLANTS (ALIEN VEGETATION) AND APPLICATION OF HERBICIDES

- 6.1** 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.
- 6.2** 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.

7. PAVING

7.1 WEEDING

- 7.1.1** All areas of paving are to be kept free of weeds at all times. This will involve both weeding by manual means (example hand weeding) and the careful application of selected herbicides such as "Round Up" or "Rider".
- 7.1.2** It is the contractor's responsibility to ensure that the herbicides are applied without damage to any of the surrounding plantings.
- 7.1.3** Application of the above is to be carried out fully in accordance with the manufacturer's specifications by a competent person using protective gear.
- 7.1.4** Any damage caused to the paving or planting as a result of the above work is to be repaired by the maintenance contractor at his own cost.

8 TOP DRESSING AND LEVELLING

- 8.1** Fill-up all existing areas (including new areas based on a needs-analysis) with decorative grid stones.
- 8.2** Fill-up all existing areas (including new areas based on a needs-analysis) with decorative bark.

- 8.3 Fill-up all existing areas (including new areas based on a needs-analysis) with fine builders sand in order to improve surface level conditions.
- 8.4 Fill-up all existing areas (including new areas based on a needs-analysis) with top-soil in order to improve surface level conditions.

9. SPECIAL NOTES

9.1 GENERAL

- 9.1.1 No planting is to be carried out on site without the written consent of Airports Company South Africa. Should any planting be carried out without authority the cost of the materials and their removal shall be for the maintenance contractor's account
- 9.1.2 No instructions in this regard are to be taken from any member of staff without first having obtained permission from the person responsible for landscaping maintenance.

9.2 PROTECTION OF SURROUNDING PROPERTY

- 9.2.1 All fencing and poles must be protected against damage during brush cutting activities. The Contractor need to apply measures to enforce this.
- 9.2.2 Any damage to the surrounding infrastructure shall be for the account of the Contractor.

10. MACHINERY AND TOOLS

10.1 GENERAL

- 10.1.1 It is the contractor's responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.
- 10.1.2 The supply and replacement of all tools and equipment are the responsibility of the contractor.

10.2 MAINTENANCE

- 10.2.1 All machinery is to be maintained in good working order at all times, in order to achieve the quality of cut required.
- 10.2.2 Servicing must be carried out on a regular basis in accordance with manufacturer's recommendations.
- 10.2.3 Should a tool or machine fail beyond repair, it is the contractor's responsibility to replace the equipment within 24-hours.
- 10.2.4 Check sheet of this service record must be at the contractor's storeroom for the service manager's audit from time to time.

11. UNIFORMS AND PROTECTIVE CLOTHING

11.1 GENERAL

- 11.1.1 The contractor is to supply all his staff with clothing of uniform colour and styles, clearly marked with the name of the Company and the Employee. This applies to both male and female members of staff.
- 11.1.2 It is the contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- 11.1.3 All uniforms are to be of a reflective and highly visible to vehicles.

11.1.4 All machine operators must be clothed in the correct protective clothing such as goggles, ear protectors, safety shoes and gaiters.

12. PAYMENT

12.1 All invoicing must reach ACSA by the 25th of each month unless specifically requested by the client to do otherwise.

13. INSURANCE'S AND INDEMNITIES

13.1 EXCLUSION OF THE AIRPORTS COMPANY SOUTH AFRICA LIABILITY FOR DAMAGE,ETC

13.1.1 Neither the Airports Company South Africa or its agents or employers shall be liable for any damage which may be caused to any of the assets of the landscaping contractor or for any injury or loss of life to the landscaping contractor's employees, invitees or licensees in consequence of the services to be provided by the landscape contractor on the Airports Company South Africa premises whether such damage, injury or loss arise directly or indirectly from any act or omission whatsoever and by whomsoever caused.

13.1.2 Notwithstanding the foregoing, the landscape contractor indemnifies and holds harmless Airports Company South Africa against any claim that may be made against the Airports Company South Africa by any third party relating to the previous referred to above or for any claim relating to damage caused to any third party by the contractor's employees, invitees, licenses or machinery.

MANAGEMENT

1. Management of the works

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the service manager or delegate. All work will be scheduled to accommodate and not to interfere with normal airport operations.

All planting beneath information signage will be kept at a maximum height of 300mm below the signboard.

Making sure that there is a clear line of sight for signage via approaching vehicles.

Apart from all other required maintenance items, the following items are highlighted and should be scheduled accordingly: (The Contractor must ensure that these items are included in the pricing in the Activity Schedule.)

Item	Action
Weeding	Weeding of all planting areas as outlined in the Scope of Works- Maintenance Activities.
Pruning	Pruning of all shrubs and ground cover in landscaped areas as outlined in the Scope of Works- Maintenance Activities.
Mulching	Cuttings and trimming debris to be chipped/mulched as far as possible to reduce disposal costs.
Paving and hard surfaces	Sweeping and cleaning of weeds on paving as outlined in the Scope of Works- Maintenance Activities
Collection and removal of litter	Collection and removal of litter from planted areas and as outlined in the Scope of Works- Maintenance Activities
Tree pruning	Pruning of tree branches to maintain sightlines and achieve desired growth form and further outlined in the Scope of Works- Maintenance Activities.
Brush-cutting grassed verges and undeveloped areas.	As outlined in the Scope of Works- Maintenance Activities

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule as the provisional cost.

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

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

2 MANAGEMENT STRATEGY AND START UP.

2.1 The Contractor's plan for the service

Prior to the activation of this contract, the *Contractor* must submit his plan (contractor's plan for the intended services) for approval by the employer, which should provide a matrix detailing the following:

All the various *Affected Areas* referenced against the three-year time-axis to indicate when exactly each service activity (daily, weekly, monthly, 6 monthly, 12 monthly) will be performed.

The plan must also aim to schedule the activities with reference to the contractor's available manpower with the airport's operational hours as detailed below. The importance is ensuring balance between maintaining the *Affected Areas* and the airport's operational requirements. All maintenance that require service interruption must be performed outside airport operating hours.

The airport's operational hours are published in the AIP for ORTIA and may change from time to time based on operational requirements.

The submitted Contractor's Plan will form part of Annex C (Contractor's Plan for Service).

Together with the submitted plan, the *Contractor* shall provide a Schedule of equipment and tools, which will be used on this contract. The list will form part of the tender returnable schedules. The equipment will be judged against the *Contractor's* Plan for the service to understand whether the bidder has fully understood his obligations and whether he is able to do the work.

The *Contractor* shall ensure that he devise practical methods during all service activities, which will mitigate damage to property and people. Possible methods to be used is the application of a moving/portable shield (canvas) during grass cutting activities, in areas where the required safety distances cannot be maintained.

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. The minimum equipment items that should feature on the list is detailed as follows:

1. Ride-on Mowers
2. Brush cutters
3. Push mowers
4. Trailer

- 5. Hedge trimmers
- 6. Blowers
- 7. LDV

The submitted Contractor’s Schedule of equipment and tools will be attached as Annex D to C4 (SiteInformation).

Any particular activity will only be completed after the submission of the appropriate documentation to the *Service Manager* or his nominated representative for acceptance and approval.

2.2 Management meetings

Contract performance meetings (Risk Reduction Meetings) will be set up from time to time between the *Contractor* and the *Employer's Service Manager*. The scheduling of these meetings will be at the discretion of the King Shaka International Airport. The meetings will be conducted formally where contract KPI's will be discussed. The *Contractor* 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 actioning of the agreed activities.

The meetings may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, + Risk register, Early Warning and compensation events	Monthly (day and time to be agreed)	King Shaka International Airport– ACSA Offices	<i>Employer and Contractor and others as and when required</i>

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.

2.3 Contractor's management, supervision and key people

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted *Contractor's* Organogram will be attached as Annex E of this document.

In addition, the *Contractor* shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted *Contractor's* Resource Proposal will be attached as Annex F of this document. This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the *Contractor* must inform the *Service Manager* prior to the replacement and also submit an amended Resource Proposal accordingly.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

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 reflector jacket or vest with a company name and type of services indicated e.g. ME *Contractor*).
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

2.4 Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the *Contractor* must submit the original copies of the e-mailed documentation to the *Service Manager* at the scheduled contractual meetings for record keeping.

These 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 indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's. The monthly report must have the following minimum information & sections defined in Annex G - SLA Monthly Service Report Template.

2.5 Invoicing and payment

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the *Service Manager* from time to time.

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

2.6 Training workshops and technology transfer

The *Contractor* is expected to improve the ambience of the landscape including the optimisation of the associating maintenance activities on a regular basis. The improvements will operate on the premise of Best Practices; Airport Operational Improvement and Quality appreciation of the customers and stakeholders.

2.7 Design and supply of Equipment

The Service Manager will from time to time inspect and audit all equipment used by the *Contractor* for execution of the scope of work. The *Service Manager* thus be satisfying him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remain with the *Contractor* as equipment belongs to him/her.

3 THINGS PROVIDED AT THE END OF THE SERVICE PERIOD FOR THE EMPLOYER'S USE

3.1 Equipment

The *Contractor* shall hand-over any equipment and tools which was procured during the serviceperiod and claimed for to be paid by the *Employer*.

3.2 Information and Other Things

During the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property if applicable mustbe handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Data bases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

4 HEALTH AND SAFETY RISK MANAGEMENT

The *Contractor* shall comply with the health and safety requirements contained in **Annexure A**

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.

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

The *Contractor's* 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.

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 before commencement of this contract.

The following areas in the company are declared as "HOT WORK 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 *Employer* 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, fire prevention system, or any equipment provided for safety of people and equipment. Care must also be taken 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.

5 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, equipment, aircrafts or any other person working at the Airport.

At no time shall the Contractor:

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

King Shaka International Airport has an ISO accreditation. This will need to be maintained at all times by ensuring that Environmental legislation are followed and adhered to.

The Contractor shall comply with the environmental criteria and constraints **Annexure B**

6 PEOPLE

6.1 Minimum requirements of people employed

The *Contractor* is to provide the service with their own staff or by qualified subcontractors when agreed to by the *Service Manager*.

It is noted that the *Employer* do not list the formal qualifications and experience required under this contract. It will always remain the *Contractor's* responsibility to ensure that staff are suitably qualified and experienced for duties expected of them.

The *Employer* reserves the right to verify all qualifications and experience of personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified, experienced or suited for this contract are removed from the site

The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

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 and a uniquely numbered reflective jacket (for easy identification). All individuals that will be required to have access onto the airport's airside need to undergo the following training:

1. Airside Induction Training (AIT)
2. Airside Vehicle Operator Procedures (AVOP) (Category 2)
3. Airport SMS Induction (briefing)

All individuals that will be required to have access into the airport's electrical restricted areas need to undergo the following training:

1. ORHVS (Module 1-4 as a minimum)
2. First Aid Training
3. Fire Extinguisher Training

For all 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 qualifications and work experience where applicable
- Staff must be in permanent employ of the company.
- Competent in category of work that he or she is required to perform.

7 SUBCONTRACTING

Preferred subcontractors

No part of this Contract may be subcontracted unless with written approval from the *Service Manager*. The *Service Manager* 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*. Considerations for subcontracting will be entertained when specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

8 PLANT AND MATERIALS

8.1 Specifications

The *Contractor* shall use only tools and test equipment relevant to the operation, repair and maintenance of the contracted equipment. All test equipment used shall be calibrated against relevant standards to ensure accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by the *Service Manager*. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the *Service Manager* must be afforded the opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises.

9 CORRECTION OF DEFECTS

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

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

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

10 CONTRACTOR'S PROCUREMENT OF PLANT AND MATERIALS

All applicable warranties from suppliers to be made out in favour of the *Employer*, not to the *Contractor*. The *Contractor* will provide (and regularly update) a schedule of the *Contractor's* vendordata to the *Employer* for use outside of this contractual agreement.

The *Contractor* must provide original quotations (from the third party service providers / suppliers) for formal approval by the *Service Manager* prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope document to the ACSA's maintenance team - in order for it to be procured by way of the ACSA internal procurement policies and procedures.

Tests and inspections before delivery

The *Contractor* is to provide proof of manufacturer certificate for spares procured during this contract. The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.

11 PERMITS

The *Contractor* shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The *Contractor* must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the *Contractor* will have no claim against ACSA in the event that a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

11.1 People restrictions, hours of work, conduct and records

Only people with valid King Shaka International Airport permits are allowed to be performing duties on the *Employer's* premises under the mandate of this contract.

The *Contractor* will be required to complete a register for all the duties performed on the Airport. The *Contractor* shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

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.

The *Contractor* will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department

The *Contractor* must keep detailed records of all people (including subcontractors) working on the affected property.

The *Contractor's* conduct must be at all times of a professional nature with effective courtesy and integrity.

11.2 Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in **Annexure B**

11.3 Cooperating with and obtaining acceptance of Others

The *Contractor* will generally work in close relation to the ACSA maintenance team. However, cognisance should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC, Operations) on the airport. The *Contractor* will liaise and accept notified (and ad hoc) engagements with statutory authorities and inspection / audit teams (agencies).

The *Contractor* need to understand that the Airport may have more than one activity happening at the Airport and therefore shall be required to share the areas where they will be performing a service.

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

11.4 Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information. The record will be checked by Aviation Security during both entry and exit to the Airside.

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.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. A special permission will be required for this to be acknowledged by the *Service Manager*.

The special permission lists must at all times be made available to the AVSEC department (including their contracted service provider) on request.

12 SITE SERVICES AND FACILITIES

12.1 Provided by the Employer

The *Employer* will provide the contractor with access to changerooms and storage facility as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities provided. Noablution facilities may be used in the terminal building.

12.2 Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

In the event of a site office/ yard, access control will be agreed between the *Service Manager* and the *Contractor* accordingly. Also in this event, the *Contractor* must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the *Contractor's* own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

12.3 Control of noise, dust, water and waste

The *Contractor* shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

12.4 Connections to existing works

In the event that the *Contractor* wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.

PART C4: SITE INFORMATION

Contents:	No of pages
C4 Site Information	[63]

Part C4: Site Information

C4.1: SITE INFORMATION

1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General description- Please refer to C4 Site Information table

C4 Site Information

Maintenance schedule

Zone 1: Terminals and drop off						
Item	Description	Units	Quantity	Frequenc y	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	5726	12		
1.2	Weed control	m ²	5726	2		
1.3	Top dressing	m ²	2786	2		
1.4	Fertilizer to ornamental lawn areas	m ²	2786	2		
1.5	Watering	m ²	5726	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weed control	m ²	2192	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	2192	12		
2.5	Bark Mulch at 5cm thick	m ³	5	1		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	2192			
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	11584	12		
5	GENERAL					
5.1	Maintenance of planter boxes on walls	sum	1	12		
	TOTAL ZONE 1 TO FINAL PRICE					

Zone 2: Terraced Gardens at the main parking - pay station area - tunnel to parkings						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	11213	12		
1.2	Weed control	m ²	11213	2		
1.3	Fertilizer to ornamental lawn areas	m ²	3756	2		
1.4	Watering	m ²	11213	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	8306	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	8306	12		
2.5	Bark Mulch at 5cm thick	m ³	3	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	8306	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	8911	12		
5 GENERAL						
5.1	Fence line maintenance	m ²	68	12		
TOTAL ZONE 2 TO FINAL PRICE						

Zone 3: Entrance at work permit office gardens - including work permit parking area (excluding new prayer construction site)						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 SHRUBS AND GROUNDCOVERS						
1.1	Cultivation and weeding	m ²	582	12		
1.2	Pruning	sum	1	12		
1.3	Watering	m ²	582	12		
2 PAVING AND ROAD VERGE						
2.1	Weed control and Sweeping	m ²	7180	12		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	582	12		
4 GENERAL						
4.1	Weed Spraying on Loffelstein Wall	m ²	171	12		
TOTAL ZONE 3 TO FINAL PRICE						

Zone 4: Main Parking - Shaded and Long Term Parking						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	439	12		
1.2	Weed control	m ²	439	2		
1.3	Watering	m ²	439	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	653	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	653	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	653	12		
4	PAVING & ROAD VERGE					
4.1	Weed control and Sweeping	m ²	85731	12		
	TOTAL ZONE 4 TO FINAL PRICE					

Zone 5: Gardens by boulevard - entire boulevard road including entrances to long term and shaded parking						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	2495	12		
1.2	Weed control	m ²	2495	2		
1.4	Watering	m ²	2495	2		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	10538	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	10538	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	10538	12		
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	7686	12		
	TOTAL ZONE 5 TO FINAL PRICE					

Zone 6: Gardens back of car hire, including main car entrance to MSP						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	270	12		
1.2	Weed control	m ²	270	2		
1.3	Fertilizer to ornamental lawn areas	m ²	270	2		
1.4	Watering	m ²	1	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	2182	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1	12		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	2182	12		
4 PAVING						
4.1	Weed control and Sweeping	m ²	2689	12		
TOTAL ZONE 6 TO FINAL PRICE						

Zone 7: Main Lawn area south of Multi Storey Parking (MSP) entrance (Johnie Walker)						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	10047	12		
1.2	Weed control	m ²	10047	2		
1.3	Fertilizer to ornamental lawn areas	m ²	10047	2		
1.4	Watering	m ²	10047	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	1923	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1923	12		
2.5	Bark Mulch at 5cm thick	m ³	5	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	1923	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	1302	12		
TOTAL ZONE 7 TO FINAL PRICE						

Zone 8: Car Hire Parking including south up to road						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	10897	12		
1.2	Weed control	m ²	10897	2		
1.4	Watering	m ²	10897	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	1221	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1221	12		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	1221	12		
4 PAVING						
4.1	Weed control and Sweeping	m ²	22393	12		
5 GENERAL						
5.1	Fence line maintenance	m ²	398	12		
	TOTAL ZONE 8 TO FINAL PRICE					

Zone 9: Bus Staging Area (Taxi Rank)						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	23109	12		
1.2	Weed control	m ²	23109	2		
1.4	Watering	m ²	23109	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation/weeding	m ²	4167	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	4167	12		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	4167	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	2503	12		
	TOTAL ZONE 9 TO FINAL PRICE					

Zone 10: Staff Car Parking - including main rd (mvoti rd), south gate changerooms up to fence line and sasol garage						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	10549	12		
1.2	Weed control	m ²	10549	2		
1.3	Fertilizer to ornamental lawn areas	m ²	5486	2		
1.4	Watering	m ²	10549	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation/weeding	m ²	6027	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	6027	12		
2.5	Bark Mulch at 5cm thick	m ³	2	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	6027	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	16567	12		
5 GENERAL						
5.1	Wind reading station, including a 1m wide firebreak	m ²	69	12		
TOTAL ZONE 10 TO FINAL PRICE						

Zone 11: Road leading inside the basement and exiting the basement to boom gate exit						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	9559	12		
1.2	Weed control	m ²	9559	2		
1.4	Watering	m ²	9559	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation/weeding	m ²	252	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	252	12		
3 PEST CONTROL						
3.1	Including spraying and	m ²	252	12		

	chemicals (when required)					
4	GENERAL					
4.1	Fence line	m ²	737	12		
4.2	Weed spraying on Loffelstein wall	m ²	2352	12		
	TOTAL ZONE 11 TO FINAL PRICE					

Zone 12: Sports Grounds						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Maintenance of the soccer sports field	m ²	8817	12		
1.2	Mowing (grass areas)	m ²	27532	12		
1.3	Weed control on the sports field and grass area	m ²	36349	2		
1.4	Fertilizer to sports field		8817	2		
1.5	Hand watering of sports field	m ²	8817	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation/weeding (tree beds)	m ²	4	12		
3	HARD LANDSCAPING					
3.1	Sweeping and weed spraying at tennis and netball courts	m ²	1850	12		
4	GENERAL					
4.1	Soccer field line markings	sum	1	12		
4.2	Fence line	m ²	792	12		
	TOTAL ZONE 12 TO FINAL PRICE					

Zone 13: Cargo Road						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	9285	12		
1.2	Weed control	m ²	9285	2		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation/weeding	m ²	619	12		
2.2	Pruning	sum	1	12		

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2.4	Bark Mulch at 5cm thick	m ³	12	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	619	12		
4 PAVING						
4.1	Weed control and Sweeping	m ²	185	12		
TOTAL ZONE 13 TO FINAL PRICE						

Annexure A: Occupational Health and Safety Agreement

Annexure B: Environmental Terms and Condition

Annexure C: Service Level Agreement**Service Level Agreement****Operational hours**

Normal airport operational hours as required shall be **from 07h30 to 16h30** for Monday to Friday and **08h00 to 12h00** for Saturday, Sunday and public holidays but will be confirmed/amended by the ACSA Civil Maintenance representative from time to time **and (within reason) this shall have no impact on the Contractors fee and rates.**

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The staff compliment, during operational hours shall be sufficient to successfully perform the stipulated Landscaping maintenance requirements.

Performance Management

Key Performance Area	When	Target	Low Service Damage
The contractor will comply with OHS&E audits that are performed periodically and rectify/attend to any findings within the stipulated timeframe (as will be detailed in the audit).	All times	100% must be achieved	First incident: R 5000 for failure to rectify/attend to any findings. Second incident: R 7000 for failure to rectify after initial fine is paid. Third incident: Withhold payment of invoices until findings are rectified.
The contractor will ensure no repeat findings from OHS&E audits	All times	100% must be achieved	R 5000 for per repeat finding
The contractor will comply with OHS&E regulations during performing of service (eg Display relevant notices per section during activities)	All times	100% must be achieved	R 1000 per non compliance
Meeting & Maintaining Standards and frequencies as detailed in the specifications	All times	100% must be achieved	R 1000 per deviation
The contractor will ensure compliance with all legal requirements pertaining to garden waste refuse storage.	All times	100% must be achieved	R 1000 per non compliance
The contractor fails to/neglects to disclose correct staffing levels and shortages to the Service Manager. (misrepresentation of information)	Daily	100% must be achieved	R 1000 per day of staff shortage
Contractor Fails to provide a reliever for a post and leaves the post unmanned	Daily	100% must be achieved	R1000 per incident

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A staff member's uniform/PPE does not meet the agreed upon standards and specification requirements.	Daily	100% must be achieved	First incident: R 1000 immediate claim – must be rectified within 7 days Second incident: if not rectified a claim of R 5000 will apply Third incident: the permit is confiscated for a week. Contractor to make own arrangements at own cost for delays in work and replacement of employee
The contractor to start execution of the works within the agreed timeframe in the Task Order	per task order	100% must be achieved	R 5000 for works not commenced in specified timeframe
Work specified in the task order must be completed within the agreed time frame and reported to the Service manager	All times	100% must be achieved	R 5000 for works not completed in specified timeframe
A 6m Fire break around Perimeter fence must be maintained	quarterly	100% must be achieved	R 500 per tree that grows or overhangs within 6m from the perimeter fence
Garden waste must be removed from the Airport premises when storage facilities are full within 48 hours	As and when required	100% must be achieved	R 1000 for every day not removed
Proof of dumping from an approved BCMM site shall be submitted quarterly in the form of a certificate	quarterly	100% must be achieved	R 3000
Contractor personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	monthly	100% must be achieved	R 1500 per scheduled meeting not attended
Airport permits must always be displayed by the staff and to be used as per the airports permit regulations	All times	100% must be achieved	First incident: R 500 per person Second incident: if not rectified a claim of R 1000 will apply Third incident: the permit is confiscated for a week. Contractor to make own arrangements at own cost for delays in work and replacement of employee
Contractor to protect and guard against damage of existing services and infrastructure	All times	100% must be achieved	Damage to existing services and infrastructure shall be repaired by the Contractor at their cost. The cost of business impact to also be passed onto the Contractor

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Notification of Low Performance Damages

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

Failure to meet service levels

- a. **Defect free period:** Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- B. **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, damages of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- C. **Unsatisfactory performance:** It is expected that the contractor will provide remedial landscaping services as per the requirements of this contract. Where a contractor has failed to achieve such a compliance it will result into damages of R3,000.00 (three thousands rand)

Where a response time could not be achieved as a result of a verified physical impracticality (such as airport security arrangements, communication system weaknesses on the part of ACSA) this event will not be taken into account in calculating the contractor’s performance and damages will not apply.

Parties agree that low performance damages will not be the only final remedy for poor/non- performance. Should an event occur for which a low performance damage is described; ACSA shall not be limited to claim the amount stated as the penalty. Under no circumstances will low performance damages (even if claimed by ACSA) limit ACSA’s, or any other party’s legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim for low performance damages within 7 days of an event or ACSA will lose its right to claim for the low performance damages. Should ACSA not claim for damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim for damages for similar future events.

Service Level in relation to Machinery, Vehicles and Cleaning Equipment

Description	Benchmark
Availability	Machinery, Vehicles, Tools and Equipment availability shall be kept at or above 99% overall per month.
Breakdown Closure Duration	95% of all Machinery, Vehicles and Cleaning Equipment breakdowns shall be resolved within 48 hours for minor breakdowns and 7 days for major breakdowns from the time the breakdown occurs.
% of preventive maintenance completed per month	100% of all preventive maintenance of the machinery shall be completed per month.

Low performance damages

ACSA must notify the contractor in writing of its intention to claim for low performance damages within 7 days of an event or ACSA will lose its right to claim for the damage. Should ACSA not claim damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim damages

for similar future events. Under no circumstances shall a low performance damage claim be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Damages are limited to a maximum of **20%** of the amount claimed per payment certificate for that particular month and the remainder will be rolled over to the next month.

The following damages shall be applicable to the below mentioned non-conformances:

- **Damages are limited to a maximum of 20% of the amount claimed per payment certificate and the remainder will be rolled over to the next month.**

Mismanagement of shrub and ground cover plant material that results in death or plant failure	The cost of replacement of plant material as per the as built planting plans plus 30% of the value thereof as penalty for loss of plant development value up to a maximum of R400/m ²
Mismanagement of trees and focal Aloes that results in death or plant failure	The cost of replacement of tree or Aloe with specimen of similar height and proportions up to a maximum of R10 000.00
Failure to execute the works in the prescribed manner and in accordance with agreed timeframe.	The cost of finding a replacement service provider that is suitably qualified to perform the works. Difference between quoted prices and cost for works by replacement contractor.
Non-compliance with the defect free liability period	The full cost of the 2 nd repair (including the cost of making use of a 3 rd party should ACSA wish to utilise a 3 rd party for the subsequent repair)
Availability not meeting required benchmark	R 2 000.00 for a continuous two-month period
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident
Plant, shrubs, trees damages and breakages	Resolution of replacements in compliance to the service Level Agreement.