



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: CLEANING & HYGIENE SERVICES AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS.

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

and

(Registration Number:)

for **CLEANING & HYGIENE SERVICES AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS**

Contents:	No of pages
Part C1 Agreements & Contract Data	TBC
Part C2 Pricing Data	TBC
Part C3 Employer Service Information	TBC
Part C4 Site Information	TBC

PART C1: AGREEMENT 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 Cleaning & Hygiene Services at King Shaka International Airport for a Period of Five (5) years.

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

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

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

(in words)

..... Rand;

R..... (in figures)

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

for the contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

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

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderers 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 contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this Form of Offer and Acceptance)

Part C2: Pricing data

Part C3: Service information

Part C4: Site information

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

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

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

for the Employer

Signature Date

Name Capacity

Airports Company South Africa SOC Limited,

King Shaka International Airport,
La Mercy drive

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

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

Signature(s)

Name(s)

Capacity

for the Employer

Airports Company South Africa SOC Limited
King Shaka International Airport
La Mercy Drive

Name & signature
of witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.2 Contract Data**Part one - Data provided by the *Employer***

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	King Shaka International Airport La Mercy Drive
10.1	The <i>Service Manager</i> is:	
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport as set out in Part C4 <i>Site Information</i>
11.2(13)	The <i>Service</i> is	Cleaning & Hygiene Services for a five (5) year period as set out in Part C3 <i>Service Information</i>.

- 11.2(14) The following matters will be included in the Risk Register
- i. Service Level Performance
 - ii. Adherence & Compliance to requirements set out in the specifications.
 - iii. Compliance to the OHS Act,
 - iv. Compliance to ACSA policy & procedures
 - v. Compliance to Legislation and Regulation as applicable to the service

11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document and under section 2 of the tender document
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 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information) and under section 2 of the tender document
3	Time	
30.1	The <i>starting date</i> is	TBC
30.2	The <i>Service Period</i> is	Up to Five (5) years from the <i>starting date</i> or when the amount in the form of offer has depleted, whichever occurs first.
4	Testing and Defects	Detailed in Part C3 (Service Information) and under section 2 of the tender document
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 4 weeks (Monthly)
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)

51.2	The period within which payments are made is	30 days from date of invoice
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	Per the conditions of contract
7	Use of Equipment Plant and Materials	Detailed in Part C3 (Service Information) and under section 2 of the tender document
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	<p>Both parties have right to terminate.</p> <p>The Party wishing to terminate initiates procedure by notifying the Service manager and giving his or her reasons. If the Service manager is satisfied that the Party giving the notice has provided reasons which are valid under the contract, the service manager issues a termination certificate.</p>
10	Data for main Option clause	
A	Priced contract with price list (bills of quantities)	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)

W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	<p>Price adjustment for inflation shall only take place on contract anniversary.</p> <p>Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.</p> <p>Sectorial determination and/or bargaining council labour rates will take effect in accordance with gazetted regulation.</p>
X2	Changes in the law	No data is required for this secondary option.
X17	Low Service Damages	<p>If the Contractor produces substandard work the employer can:</p> <p>Insist the contractor corrects the Defects, to provide the quality specified in the service information.</p> <p>Recover the cost of having it corrected by other people if the contractor fails to correct the Defect within the specified time or</p> <p>Accept the Defect and a quotation from the Contractor for reduced Prices in exchange for a change to the service information</p> <p>Refer to the Low Service Damages Table.</p>
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer 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 Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices

X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
X19	Task Order	The task order is work within the Service which the Service Manager may instruct the Contractor to carry out within a stated period of time
X20	Key Performance Indicators	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Refer to part C3 and section 2 of the tender document
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to part C3 and section 2 of the tender document
Z	The <i>Additional conditions of</i> Z1 – Z19 contract are	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	

Z1.1	Add to core clause 12.3:
	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following:
	The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity

Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.

- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

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

Z13 **Liens and Encumbrances**

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

Z14 Intellectual Property

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

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z14.5.1 the *Contractor's* design, manufacture, construction or execution of the Works

Z14.5.2 the use of the *Contractor's* Equipment, or

Z14.5.3 the proper use of the Works.

Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBBEE and Tax Clearance Certificates

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

Z18 Communication

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

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

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

Z19 Delegation

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

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

PART C1.2 CONTRACT DATA**PART TWO – DATA PROVIDED BY THE *CONTRACTOR***

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	<i>Contractor to populate</i>
------	-------------------------------------------------------------	-------------------------------

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COLD Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Physical Address:

Airport Company South Africa South Africa SOC Limited

The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008

P O Box 75480, Gardenvue, Gauteng, South Africa, 2047

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. Definitions

- 1.1 "Mandatar" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to the Company;
- 1.3 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to the company;
- 1.5 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

- 3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document shall include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom

shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if

and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is

competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

- 20.3** The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatory shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatory shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatory fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non compliance and if the Mandatory fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatory may have in law,

- Apply penalties as stipulated on the main contract between Mandatory and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatory continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

Compliance with the Occupational Health & Safety Act 85 of 1993

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

- All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

DATE

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT

DATE

AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

Attach Clauses Here

PART C2: PRICING DATA

C2.1 Pricing Assumptions / Instructions

C2.1 C2.1 Pricing Instructions

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

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. This schedule covers the items that will be measurable.
3. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, 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.
4. 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.
5. 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.
6. 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.
7. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
8. Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
9. All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the contract sum.
10. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager. All costs will be paid on actual proven costs.
11. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
12. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
13. The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
14. Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.

15. Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit. No mark up on ACSA issue permits.
16. Before a Permit is issued, a Security Clearance will be done. No permit will be granted to persons who are not in good standing in respect of this clearance.
17. Bidders to note that any changes in the staff / resources between permit renewal cycles is for the cost of the Contractor.

C2.2 Price List (including the Activity Schedule)

The following Activity Schedule is provided “as-is” for Bidders. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY**TOTAL CONTRACT VALUE**

Period	Annual escalation	Rand value
Year 1	0%	R
Year 2	5%	R
Year 3	5%	R
Year 4	5%	R
Year 5	5%	R
Total Value of Service – A (Sum Y1 -Y5)		R
Provisional Sum - B		R 1 000 000.00
Total Contract Value for the Five (5) Year Contract – Excluding VAT (Sum A + B)		R
Value Added Tax (VAT) Amount – VAT @ 15%		R
Total Contract Value for the Five (5) Year Contract – Including VAT <i>(to be carried to the Form of offer)</i>		R

- Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Annual Cleaning Cost Summary. The value must be carried down under period Year 1.
- Escalations to be added to the annual contract value going forward will be approximately 5% per annum. This will be subject to published Consumer Price Index (CPI) increases.

- Price adjustments will take place on the anniversary of the contract each year, however the escalation will not be an automatic adjustment. ACSA reserves the right to negotiate such contract price adjustment.
- Bidders are required to submit proof of changes in prices as supporting documentation for the request for contract price adjustment. Supporting documentation may include: Bargaining council increase confirmation, Sectoral determination gazetted labour increase etc..

Annual Cleaning Cost Summary

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1 (Excluding VAT)
1.1. Permits/Induction	Yearly		R 100 000.00
1.2. Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.3. Uniforms* <i>[specify replacement cycle in months]</i>	Monthly	R	R
1.4. Management and administration personnel	Monthly	R	R
1.5. General Cleaning Labour	Monthly	R	R
1.6. Specialized Labour		R	R
1.7. Machinery	Monthly	R	R
1.8. Equipment	Monthly	R	R
1.9. Third Party Procurement	Monthly	R	R
2. Hygiene Services	Monthly	R	R
3. High Access Cleaning			
3.1. Personnel Costs	Monthly	R	R
3.2. High Access Equipment	Monthly	R	R
4. Provisional Sums	Yearly		R 550 000.00
Total (Excluding VAT)		R	R

- *Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers.*
- *Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.*

1. Preliminary, Generals & Contract Administration

1.1. Permit Costs – Once Off

	Description	UOM	Quantity	Rate	Total Amount Per annum
1.1.1	Personnel, Induction & Vehicle Permits	Item	1	R 100 000.00	R 100 000.00
	Total				R 100 000.00

- *1st Payment will be released as a once off fee based on proven costs, no mark-up to be added (Inception of contract).*
- *2nd Payment will be released at the 1st renewal of permits (End of year 2), no mark-up to be added.*
- *3rd Payment will be released at the 2nd renewal of permits (End of year 4), no mark-up to be added.*
- *Exceptions will be made in circumstances where ACSA has requested additional resources.*
- *Bidders are to take note that cleanings services are regarded as a service with high staff rotation and must ensure necessary allowances are made for changes. ACSA will not be liable for changes in personnel and resources (such as vehicles) outside of the defined replacement cycles listed above.*

1.2. Management Fee - Administration overheads/expenses breakdown – Monthly Costs

	Description	UOM	Quantity	Unit cost	Total monthly fee
1.2.1	Insurance Obligations for the Service	Monthly	1	R	R
1.2.2	OHS requirements & Compliance for the Service	Monthly	1	R	R
1.2.3	Fee for ACSA Rental(s) (Provisional)	Monthly	1	R 50 000.00	R 50 000.00
1.2.4	Vehicle Expenses	Monthly	1	R	R
1.2.5	Biometric time and attendance system	Monthly	1	R	R
1.2.6	Other: Specified by bidder	Monthly		R	R
	Total			R	R

- Please provide the equivalent (Pro Rata) monthly charge for each line item.
- ACSA rental expenses will be reimbursed at proven cost. No mark up allowed.

1.3. Uniforms – Monthly (replacement cycle in months* _____)

	Description	UOM	Quantity	Unit cost	Total monthly fee
1.3.1	General Cleaners	No		R	R
1.3.2	Administration & Management Staff	No		R	R
1.3.3	Supervisors	No		R	R
1.3.4	Specialized, Hygiene, High Access Cleaners	No		R	R
1.3.5	Other: Specified by bidder	No		R	R
				R	R
				R	R
				R	R
				R	R
	Total			R	R

- Please specify uniforms replacement cycle in months
- Please provide the equivalent (Pro Rata) monthly charge
- Please allow for relievers

1.4. Management & Administration Personnel

	Description	Hours per month per resource (Measured in Number)	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
1.4.1	Operations/Contracts Manager (Mon – Fri)	173.2	R	R	1	R	R
1.4.2	Assistant Operations Manager (Mon – Fri 6:00pm – 6:00am)	216.5	R	R	1	R	R
1.4.3	Senior Supervisor 1 (Mon – Sun - 6:00am – 6:00pm)	303.1	R	R	1	R	R
1.4.4	Senior Supervisor 2 (Mon – Sun - 6:00pm – 6:00am)	303.1	R	R	1	R	R
1.4.5	Administrator / Stores Controller	173.2	R	R	1	R	R
1.4.6	Shift Supervisors (Mon – Sun -6:00am – 6:00pm)	303.1	R	R	2	R	R
1.4.7	Shift Supervisors (Mon – Sun -6:00pm – 6:00am)	303.1	R	R	2	R	R
1.4.8	Satellite Areas Supervisor	173.2	R	R	1	R	R
	Total					R	R

- Please provide a management fee breakdown in terms of human resource cost
- The rates will be inclusive of public holidays, weekends and overtime
- Payment will be subject to proven costs
- Hourly Calculations
 - Straight Day Shift (8 Hour workday)
 - 40 Hours per week x 4.33 weeks = 173.2 Hours per Month
 - Straight Night Shift (12 Hour Work Night)
 - 50 Hours per week x 4.33 weeks = 216.5 Hours per Month

- Shift workers (12 Hour work shift)
 - 10 Hours per shift x 7 Days per week = 70 Hours per week
 - 70 Hours per week x 4.33 weeks = 303.1 Hours per month

1.5. General Cleaning Labour Costs

	Description	Hours per month per resource (Measured in Number)	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
1.5.1	06:00am – 15:00pm Mon – Fri	173.2			1	R	R
1.5.2	07:00am – 16:00pm Mon – Fri	173.2			7	R	R
1.5.3	08:00am – 17:00pm Mon – Fri	173.2			2	R	R
1.5.4	07:00am – 14:00pm Sat	25.98			2	R	R
1.5.5	07:00am – 12:00 midday - Sun	21.65			2	R	R
1.5.6	06:00am – 15:00pm Sat & Sun	69.28			2	R	R
1.5.7	06:00am – 18:00pm Mon – Sun	363.72			38	R	R
1.5.8	18:00pm – 06:00am Mon – Sun	303.1			34	R	R
1.5.9	18:00pm – 06:00am Mon – Fri	216.5			4	R	R
	Total					R	R

- This fee will be inclusive of public holidays, weekends and overtime
- Payment will be subject to proven costs
- Hourly Calculations
 - Straight Day Shift (8 Hour workday)
 - 40 Hours per week x 4.33 weeks = 173.2 Hours per Month
 - Saturdays (07:00 – 14:00)
 - 6 Hours x 4.33 weeks = 25.98 Hours (1 Hour break)
 - Sundays (07:00 – 13:00)
 - 5 Hours x 4.33 weeks = 21.65 Hours (No Break)

- Shift workers (12 Hour work shift)
- Day Shift
 - 12 Hours per shift x 7 Days per week = 84 Hours per week
 - 84 Hours per week x 4.33 weeks = 363.72 Hours per month
- Night Shift
 - 10 Hours Per Shift x 7 Days per week = 70 Hours per week
 - 70 Hours per week x 4.33 weeks = 303.1 Hours per month
- Saturday & Sunday
 - 8 Hours per shift x 2 Days per week = 16 Hours per week
 - 16 Hours per week x 4.33 weeks = 69.28 Hours per month
- Straight Night Shift (12 Hour Work Night)
 - 50 Hours per week x 4.33 weeks = 216.5 Hours per Month

1.5.1. Cleaning Service Labour Rate Breakdown

Description		Rate			
		General Cleaners/ Assistants	Supervisor	Administrator	Senior Supervisor
Basic Salary					
Hourly Rate		R	R	R	R
Daily Rate		R	R	R	R
Weekly Wage Cost		R	R	R	R
Monthly Wage Cost	4.33 weeks a month	R	R	R	R
Provisions					
Annual Leave Provisions	15 Days per year	R	R	R	R
Sick Pay	10 Days per year	R	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R	R
Other					
Pension / Provident Fund	6% Employer contribution per industry regulation	R	R	R	R
Bonus	4.33 Weeks for a full 12 Months	R	R	R	R
Severance Pay	1.92% Per industry regulation	R	R	R	R
COID	0.83% total monthly wage per legislation and regulation	R	R	R	R
UIF	1 % of basic monthly wage per legislation and regulation	R	R	R	R
Medical Aid		R	R	R	R
Overtime		R	R	R	R
Skills Deployment Levy	1% of monthly wage per legislation and regulation	R	R	R	R
Operators Allowance		R	R	R	R
Other Benefits		R	R	R	R
Monthly Total		R	R	R	R
Hourly Rate		R	R	R	R

- The escalation will be in line with the annual sectorial determination rates or CPI
- Leave blank where non-applicable.
- An allowance for relievers must be made on the rate quoted.

- This fee will be inclusive of public holidays, weekends and overtime as the service is run 24 hours a day, 7 days a week for every day of the year.

1.6. Specialized Cleaning Labour

	Description	Hours per month per resource (Measured in Number)	Resource rate/hour	Total Amount per Resource per Month		Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
1.6.1	Auto Scrubber (6:00pm – 6:00am)	303.1	R	R		2	R	R
1.6.2	Carpet Cleaner (6:00pm – 6:00am)	216.5	R	R		2	R	R
1.6.3	Carpet Assistant – General Cleaner (6:00pm – 6:00am)	216.5	R	R		2	R	R
1.6.4	High Pressure Cleaning – Operator & Driver (6:00pm – 6:00am)	216.5	R	R		1	R	R
1.6.5	High Pressure Cleaning Assistant – General Cleaner (6:00pm – 6:00am)	216.5	R	R		1	R	R
			R	R			R	R
	Total		R	R			R	R

- *This fee will be inclusive of public holidays, weekends and overtime.*
- *Payment will be subject to proven costs.*
- *Hourly Calculations.*
 - *Shift workers (12 Hour work shift)*
 - *Night Shift*
 - *10 Hours Per Shift x 7 Days per week = 70 Hours per week*
 - *70 Hours per week x 4.33 weeks = 303.1 Hours per week*
 - *Straight Night Shift (12 Hour Work Night)*
 - *50 Hours per week x 4.33 weeks = 216.5 Hours per Month*

1.6.1. Specialized Cleaning labour Rate Breakdown

Description		Rate		
		Auto scrubber	Carpet cleaner	High Pressure Cleaner
Basic Salary		R	R	R
Hourly Rate		R	R	R
Daily Rate		R	R	R
Weekly Wage Cost		R	R	R
Monthly Wage Cost	4.33 weeks a month	R	R	R
Provisions				
Annual Leave Provisions	15 Days per year	R	R	R
Sick Pay	10 Days per year	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R
Other				
Pension / Provident Fund	6% Employer contribution per industry regulation	R	R	R
Bonus	4.33 Weeks for a full 12 Months	R	R	R
Severance Pay	1.92% Per industry regulation	R	R	R
COVID	0.83% total monthly wage per legislation and regulation	R	R	R
UIF	1 % of basic monthly wage per legislation and regulation	R	R	R
Medical Aid		R	R	R
Overtime		R	R	R
Skills Deployment Levy	1% of monthly wage per legislation and regulation	R	R	R
Operators Allowance		R	R	R
Other Benefits		R	R	R
Monthly Total		R	R	R
Hourly Rate		R	R	R

- The escalation will be in line with the annual sectorial determination rates.
- Leave blank where non-applicable.
- An allowance for relievers must be made on the rate quoted.
- This fee will be inclusive of public holidays, weekends and overtime.

1.7. General Cleaning - Machinery Cost Breakdown

	Specification	New	Used	Manufacturer /model	Quantity	Monthly rate/unit	Total monthly cost
1.7.1	Ride on Auto Scrubbers				2	R	R
1.7.2	Walk behind scrubber				1	R	R
1.7.3	Upright Industrial Vacuum Cleaners				10	R	R
1.7.4	Wet & Dry Industrial Vacuum Cleaners (40lt)				4	R	R
1.7.5	Walk Behind Push Sweepers				6	R	R
1.7.6	Dual Speed Rotary Single Disc Machines				6	R	R
1.7.7	Industrial High Pressure Cleaner				1	R	R
1.7.8	Water Tank Mounted to Trailer – Used for High Pressure cleaning				1	R	R
1.7.9	Industrial / Commercial Wet Extraction Machines for Carpets for high traffic areas (used in accordance with carpet cleaning frequencies and requirements)				2	R	R
1.7.10	Rotary Carpet Cleaning Machines				2	R	R
1.7.11	Carpet Hot Air Blowers				2	R	R
1.7.12	Industrial/commercial Top Loading Washing Machine				1	R	R
1.7.13	Commercial / Industrial Spray and Steam Extraction Cleaner for Upholstery and Carpets				2	R	R
	Total						R

- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels outlined. Payments will be made based on the application of these Service Levels.
- In the event that any machinery breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.
- Rate per month should include service and maintenance costs of the machinery for the duration of the contract as no additional charges will be accepted/allowed.

1.8. General Cleaning Equipment Cost Breakdown

	Specification	Replacement Cycle(months)	Quantity	Pro rata Monthly rate/unit*	Total monthly cost
1.8.1	10 Step/ approximately 3m high Ladder		1	R	R
1.8.2	Colour coded split twin bucket trolley with buckets for clean and dirty water and wringer + caddy for spray bottles + storage for cloths + additional storage area for small tools, small equipment and consumables		35	R	R
1.8.3	Microfibre Mops - with suitable cloths that will be suitable for ceramic tiled floors		40	R	R
1.8.4	Maslin Tools - with suitable cloths that will be suitable for ceramic tiled floors		40	R	R
1.8.5	Aluminium long handle jumbo mops (long hair)		60	R	R
1.8.6	Medium sized Janitorial Trolleys (twin bucket) + caddy for spray bottles + waste bag + mop holder + storage area for small tools, small equipment and consumables		20	R	R
1.8.7	30m extension cords		2	R	R
1.8.8	50m extension cords		6	R	R
1.8.9	Long handle dust pans including whisk brooms		30	R	R
1.8.10	Big outdoor brooms hard bristles		10	R	R
1.8.11	Big outdoor brooms soft bristles		15	R	R
1.8.12	Metal scrapers		10	R	R
1.8.13	Toilet brushes – brush only		50	R	R
1.8.14	Toilet brushes – brush with holders		30	R	R
1.8.15	Scrubbing brushes		30	R	R
1.8.16	Wet floor signs – standard		60	R	R
1.8.17	Extra-large wind resistant wet floor signs		20	R	R
1.8.18	Long flick dusters		30	R	R
1.8.19	Short feather dusters		10	R	R
1.8.20	Spray bottles 750ml		150	R	R
1.8.21	Pulse mops		10	R	R
1.8.22	100m hose pipes		2	R	R
	Total			R	R

- All equipment must be charged per the schedule above.
- Cost of equipment per month should be a pro rata calculation based on the replacement cycle (i.e. cost of equipment divided by replacement rate in months)
- All Escalations to be linked to indexed CPI on an annual basis and not to the replacement cycle of the equipment.

1.9. 3rd Party Procurement and Services

- Chemicals, Consumables, materials, equipment, services will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.
- Cost shall be net cost (excluding VAT) of consumables supplied to site with all discounts deducted.
- Mark-up percentage will be subject to negotiations between the Bidder and ACSA.

#	Description	Monthly rate (Excl. VAT)	Mark up percentage	Total Monthly Cost Inclusive of Mark up (Excl. VAT)
1.9.1	Provisional Sum: Cleaning Chemicals, consumables & third party services	R 160 000.00*	%	R

- *ACSA reserves the right to apply price and usage benchmarking/referencing in order to keep the prices in line with fair market pricing*
- *All chemicals/products must be SABS approved*
- *Items must be billed on proven/actual consumption and proven costs*

2. Hygiene Services

	Specification	Consumable	Quantity	Monthly rate	Total monthly cost
2.1	Sanitary Bins - Twice a week or more frequently as needed when found full - Service only	Included	190	R	R
2.2	Nappy Bin Service – Daily or more frequently as needed when found full – Service Only	Included	15	R	R
2.3	Provide suitably sized closed waste bin for Sanitary & Nappy Waste – To be serviced twice per week together with sanitary waste. Bin to comply with all regulative, legislative and industry best practice requirements Note: This bin is to be located in the cleaning contractors operational area. The bin is intended for waste arising between the twice weekly service of sanitary waste and daily nappy waste. General cleaners to be adequately trained to service sanitary and nappy waste bins between twice weekly services.	Included	1	R	R
2.4	Provisional - Premium Automated Air fresheners – Supply, Install, Service & Maintain	Included	90	R	R
2.5	Provisional - Toilet seat sanitizer dispenser	Excluded	190	R	R
2.6	Provisional - Stainless steel soap dispenser – Serra or equal approved or superior soap dispenser	Excluded	100	R	R
2.7	Provisional - Premium quality stainless steel hand dryer aligned to existing in terms of look and feel as well as performance or to the approval of ACSA for equal/superior products – Supply, Install, Service & Maintain.	N/A	115	R	R
	Note: Bidders are encouraged to provide suitable options that will align to the aesthetics of the facility while introducing modern units with equal to or better performance than current units installed				
	Total			R	R

3. High Access Cleaning Provision

3.1. Personnel Costs

	Description of Resource type	Hours per month per resource (Measured in Number of hours)	Resource rate/hour	Total Amount per Resource per Month		Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
3.1.1	Window Cleaners – Day Shift	173.2	R	R		2	R	R
3.1.2	Window Cleaners – Night Shift	216.5	R	R		1	R	R
3.1.3	Rope access technicians / abseilers – Level 2	173.2	R	R		1	R	R
3.1.4	Rope access technicians / abseilers – Level 1	173.2	R	R		1	R	R
3.1.5	High Access Cleaner & Cherry Picker Operator	216.5	R	R		1	R	R
3.1.6	High Access Cleaners	216.5	R	R		2	R	R
3.1.7	Other: Specified by Bidder		R	R			R	R
			R	R			R	R
	Total		R	R			R	R

- Please provide a management fee breakdown in terms of human resource cost
- The rates will be inclusive of public holidays, weekends and overtime
- Payment will be subject to proven costs
- Hourly Calculations
 - Straight Day Shift (8 Hour workday)
 - 40 Hours per week x 4.33 weeks = 173.2 Hours per Month
 - Straight Night Shift (12 Hour Work Night)
 - 50 Hours per week x 4.33 weeks = 216.5 Hours per Month
 - Shift workers (12 Hour work shift)
 - 10 Hours per shift x 7 Days per week = 70 Hours per week
 - 70 Hours per week x 4.33 weeks = 303.1 Hours per month

3.1.1. High Access Labour Break Down

Description		Rate				
		Window Cleaner	Abseiler – Level 2	Abseiler – Level 1	High Access Cleaner - Operator	High Access Cleaner
Basic Salary		R	R	R	R	R
Hourly Rate		R	R	R	R	R
Daily Rate		R	R	R	R	R
Weekly Wage Cost	Hourly wage x 40 hours	R	R	R	R	R
Monthly Wage Cost	4.33 weeks a month	R	R	R	R	R
Provisions						
Annual Leave Provisions	15 Days per year	R	R	R	R	R
Sick Pay	10 Days per year	R	R	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R	R	R
Other						
Pension / Provident Fund	6% Employer contribution per industry regulation	R	R	R	R	R
Bonus	4.33 Weeks for a full 12 Months	R	R	R	R	R
Severance Pay	1.92% Per industry regulation	R	R	R	R	R
COID	1.62% total monthly wage per legislation and regulation	R	R	R	R	R
UIF	1 % of basic monthly wage per legislation and regulation	R	R	R	R	R
Medical Aid		R	R	R	R	R
Overtime		R	R	R	R	R
Skills Deployment Levy	1% of monthly wage per legislation and regulation	R	R	R	R	R
Operators Allowance		R	R	R	R	R
Other Benefits		R	R	R	R	R
Monthly Total		R	R	R	R	R
Hourly Rate		R	R	R	R	R

3.2. High Access Cleaning Equipment

	Description	UoM	Quantity	Monthly rate/unit	Total monthly cost
3.2.1	Rope Access Kits	Complete Set	1	R	R
3.2.2	Rope Access Ropes	Complete Set	1	R	R
3.2.3	10m Extension Ladder	No	1	R	R
3.2.4	6m Extension Ladder	No	1	R	R
3.2.5	8ft A Frame Ladder	No	1	R	R
3.2.6	Aluminum Utility Scaffolding - per tower at 6m height including bracing all as per OHS regulations	No	1	R	R
3.2.7	Ladders 3m high	No	1	R	R
3.2.8	Big window squeegee's with 9m long tele poles (Poles must covert to 3m and 6m and 9m poles)	No	3	R	R
3.2.9	Big rectangular buckets for window squeegees	No	3	R	R
3.2.10	Other			R	R
	Total			R	R

- The bidder will be required to assess the work required and price accordingly.
- The list of items provided in the table is not exhaustive, bidders may add items necessary to execute the works under "other"
- All equipment must be charged at a monthly rate for duration of the contract
- The cost of servicing and/or replacement of the equipment must be included in the rate.
- The service and/or replacement cycle frequencies must be provided to ACSA
- All Escalations to be linked to indexed CPI on an annual basis and not to the replacement cycle of the equipment

Refer to attached service specification. Service information will be attached in this section

PART C3: EMPLOYER'S SERVICE INFORMATION

PART C3: EMPLOYER'S SERVICE INFORMATION	3	C3 TSC3 COVER PAGE
-----------------------------------------	---	--------------------

C3: EMPLOYER'S SERVICE INFORMATION

Contents

Part C3: EMPLOYER'S SERVICE INFORMATION	3
C3: Employer's service Information	4
1 Description of the service.....	6
1.1 Executive overview.....	6
1.2 Employer's requirements for the service.....	6
1.3 Interpretation and terminology	12
2 Management strategy and start up.	13
2.1 The Contractor's plan for the service	13
2.2 Management meetings.....	14
2.3 Contractor's management, supervision and key people	14
2.4 Provision of bonds and guarantees.....	15
2.5 Documentation control	16
2.6 Invoicing and payment	1
2.7 Contract change management.....	1
2.8 Records of Defined Cost to be kept by the Contractor	1
2.9 Insurance provided by the Employer.....	2
2.10 Training workshops and technology transfer.....	2
2.11 Design and supply of Equipment.....	2
2.12 Things provided at the end of the service period for the Employer's use	2
2.12.1 Equipment	2
2.12.2 Information and other things	2
2.13 Management of work done by Task Order	Error! Bookmark not defined.
3 Health and safety, the environment and quality assurance	2
3.1 Health and safety risk management.....	2
3.2 Environmental constraints and management.....	3
3.3 Quality assurance requirements	3
4 Procurement	3
4.1 People	3
4.1.1 Minimum requirements of people employed.....	3
4.1.2 BBBEE and preferencing scheme	3
4.2 Subcontracting	3
4.2.1 Preferred subcontractors	3
4.2.2 Subcontract documentation, and assessment of subcontract tenders	3
4.2.3 Limitations on subcontracting	4

4.2.4	Attendance on subcontractors	4
4.3	Plant and Materials.....	4
4.3.1	Specifications	4
4.3.2	Correction of defects	4
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	4
4.3.4	Tests and inspections before delivery	5
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	5
5	Working on the Affected Property.....	5
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	6
5.2	People restrictions, hours of work, conduct and records	6
5.3	Health and safety facilities on the Affected Property	7
5.4	Environmental controls, fauna & flora	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others	7
5.6	Records of <i>Contractor's</i> Equipment	7
5.7	Equipment provided by the <i>Employer</i>	7
5.8	Site services and facilities	7
5.8.1	Provided by the <i>Employer</i>	7
5.8.2	Provided by the <i>Contractor</i>	8
5.9	Control of noise, dust, water and waste	8
5.10	Hook ups to existing works.....	8
5.11	Tests and inspections	8
5.11.1	Description of tests and inspections	8
5.11.2	Materials facilities and samples for tests and inspections	8
6	List of drawings.....	8
6.1	Drawings issued by the <i>Employer</i>	8

Description of the *service*

Executive overview

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards as such Airports Company will require the services of a Cleaning & Hygiene Services contractor that will ensure this standard is maintained.

All works will be carried out within the King Shaka International Airport precinct.

The key objectives for this service is to:

Provide Cleaning & Hygiene Services at King Shaka International Airport in line with relevant and applicable standards, regulations, legislation, and industry best practise.

The Contractor will be appointed directly by the Airports Company of South Africa and should be available to carry out the works as per the scope of works and service level agreement included in the specification.

Employer's requirements for the service

This service covers complete Cleaning & Hygiene services at the King Shaka International Airport Precinct that will ensure the site remains Hygienically Clean at all times.

All areas will be serviced on an ongoing and on a scheduled basis and priority areas will be treated as needed and determined by the employer.

Rates tendered by the contractor on the price schedule will be utilised when determining the amount due to the contractor for a particular task(s).

The contractor shall be obliged to supply all labour, site transport, material/products and service equipment plus any other equipment required at their own cost for the proper provision of the service at King Shaka International Airport.

Location of the Works

The works is located at King Shaka International Airport and covers the entire site which includes restricted and access-controlled areas.

It is crucial for the service provider to note that King Shaka International Airport is a National Key Point and governed as such.

Leased Property / Retail Areas

In the case of matters where it affects ACSA operations, the successful bidder (contractor) will be required to service the area only if instructed by ACSA. In all other instances the tenant shall use a service provider of their choice and the tenant will be solely responsible for costs related to the treatment.

NB: There is no obligation for the tenant to appoint the successful bidder (ACSA appointed contractor) unless they wish to. The successful bidder shall always ensure that no private work is undertaken while on duty for this service.

Resource Requirements:

The following full-time resources are required to execute the work effectively who will be based on site

Staff Experience:

Qualifications / Requirements of the staff will be as follows:

	RESOURCE TYPE	EXPERIENCE	QUALIFICATION	Minimum Number of Resources
1	Contract Manager / Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Matric • Management / Supervisory skills training • Occupational health and safety training Refer to functionality criteria	1
2	Assistant Contract Manager / Assistant Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Matric • Management / Supervisory skills training • Occupational health and safety training Refer to functionality criteria	1
3	Senior Shift Supervisor	Minimum 2 years	Matric	3
4	Supervisor	Minimum 1 year(s)	Matric	7
5	Administrator	Minimum 1 year(s)	Matric	1
6	Auto Scrubber	Minimum 1 year(s)	Certification / training by the equipment manufacturer / supplier	2
7	Carpet Cleaner	Minimum 1 year(s)	<ul style="list-style-type: none"> • Relevant carpet cleaning training 	2

			<ul style="list-style-type: none">• Certification / Training by the equipment manufacturer / supplier	
8	High Pressure Cleaning Operator	Minimum year(s)	1 <ul style="list-style-type: none">• Drivers license• Certification / Training by the equipment manufacturer / supplier	1
9	Window / High Access Cleaners	Minimum year(s)	1Working at height training	6
10	Rope access technician	Minimum year(s)	1Level 1 certification	1
11	Rope access technician	Minimum year(s)	1Level 2 certification	1

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace. (Note: If for any reason any staff members are replaced. It is the contractor's responsibility to familiarise new staff with the requirements of the service. New staff members will not be considered a valid reason for any decline in service levels).

Compliance & Certification:

The service provider must ensure that they self-certify/self check their work per the agreed service level agreement, scope of work, schedules and/or per regulation / legislation / industry best practise.

Management of Works by ACSA-KSIA

Particular / Generic Specifications

All work shall conform to all relevant Labour Relations Act, Relevant bargaining council requirements, SANS standards, OHS ACT and National Building regulations and all other regulation and legislation that is relevant to this Contract or the execution thereof.

In addition, all work shall be carried out in accordance with prevailing industry norms and best practice.

Planning and Programming:

Planned Work Scheduled:

All work shall be scheduled, and a schedule presented to the relevant ACSA Representative. Work shall be scheduled in a manner as not to interfere with any airport operations.

The service provider may not utilize scheduled staff for any other work than those as specifically described in this Contract. This implies that staff dedicated to this contract will not be used for any other contracts or projects the service provider might have from time to time.

Note: It is the contractor responsibility to have clear records of schedules, check sheets and reports that are fully completed and aligned to the agreed schedule. The contractor must ensure these reports are updated for every day of the service period.

Quality Control and Workmanship

The service provider must execute all work according to industry quality norms and standards prevailing from time to time. Emphasis must be on improving performance in cleaning and hygiene services and ensuring work is indeed completed to recommended standards and workmanship.

Vehicle

The vehicles to be used must not be more than 8 years old throughout the service. The following are operational requirements that shall be met prior to a vehicle permit being issued:

Requirements for Operational Vehicles and Equipment

The following are operational requirements that shall be met prior to a permit being issued:

- Usage
These procedures apply to all vehicles and equipment operating airside of the site.
- Operational Vehicles and Equipment
In instances where in the required documentary evidence of the vehicles, age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (8) years;
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.
 - In the event that a Safety Compliance/ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification.
- Signage
All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;
 - The vehicle/equipment shall display signage which includes both prefix and a company logo;
 - The registration number of the vehicle/equipment shall not be used as a prefix;
 - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;
 - Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
 - The company logo need not conform to the above standard, as each company has their specific logo;
 - The company's prefix shall be clearly visible and have a minimum of two (2) alphanumerical and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
 - The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment;

- It is recommended that the prefix and logo be situated next to one another on the doors but this shall be separated;
- Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment. And
- Where the vehicle/equipment is being escorted, this shall not be required.

Note: ACSA will reimburse the service provider for ACSA issue permits, this includes initial issue at start of contract and subsequent renewals at expiry per prevailing ACSA policy and procedure. Should a contractor opt to change vehicles prior to the renewal period, then such costs of renewal will be for the contractor's account.

Vehicle Travel Kilometers'

The average kilometre/s per month is **1500** (for inspection and cleaning of all areas within the KSIA precinct). The estimation is provided as a guide to bidders. The bidder must ensure that adequate provision is made to fully execute all the works included in the scope.

Work Management

Work on this service will be instructed via task order. All work performed will be initiated, performed and regulated by a unique reference number(s) issued by ACSA.

Task Orders

In the event of ad hoc work the contractor shall complete a work order on completion of the work/task the contractor shall then submit the completed work order to the service manager.

Note: This contract refers to the service of ACSA common use premises only or where otherwise instructed by the service manager. All tenants operating at KSIA will always procure their own cleaning and hygiene services.

3rd Party Procurement & Services

This section covers materials and 3rd party services. The contractor will be responsible for procuring materials, equipment and services through the 3rd party procurement provision for items not specified in the price schedule.

The contractor will also be responsible for ensuring chemicals and consumables are suitable for use in public facilities and will ensure compliance to relevant SANS standard, SABS standards, other industry standards, regulations and applicable legislation.

The contractor must always keep records of materials used, such records include trade names, generic names, registration numbers, ingredients, application rates and safety data sheets.

Payment

Materials, consumables, equipment and services will be charged at cost plus mark-up for 3rd Party purchases. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of items procured with all discounts deducted.

Legal Requirements

The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation and regulations include but is not limited to the following:

- The Hazardous Substance Act (Act15 of 1973), as amended
- The Environmental Conservation Act (Act 73 of 1989), as amended
- The Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Labour relations Act
- National Building Regulation
- Relevant South African National Standard(s)
- Relevant labour law
- Other relevant legislation
- Other relevant regulation
- Municipal by-laws
- Industry standards and best practise
- Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
 - The act imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

Incidents

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.

All environmental incidents must be reported to the Service Manager and subsequently to the Environmental Manager in writing. Records of the above must be kept on site at all times.

Inspections & Audits

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.

The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act.

Interpretation and terminology

The following abbreviations/terms are used in this Service Information:

Abbreviation / Term	Meaning given to the abbreviation/term
PM - Planned Preventative Maintenance	Preventative maintenance (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality.
CM - Corrective Maintenance	Maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.
Predictive maintenance or condition-based maintenance	Predictive maintenance or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment.
Proactive maintenance or engineer out maintenance	Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent failure. It also involves the development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.
Unplanned Maintenance-Breakdown Maintenance;	Breakdown maintenance, defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the physical asset.
Minor/smaller approved Project related Maintenance work	Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.
Functional Failure	A functional failure is the inability of an item (or the system/sub-system in which it is installed) to meet a specified performance standard.
Potential Failure	A potential failure is an identifiable physical condition which indicates that a functional failure is imminent.
Asset Life	Period from asset creation to asset end of life.
Condition	The physical state of the asset.
Maintenance	All actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recurring activities to keep the asset operating.
Risk Register	A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.
CMMS	Computerized maintenance management system
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
Third Party Procurement	The purchase of materials, hire of equipment and the procurement of subcontracted services.

Management strategy and start up

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

A plan is to be submitted by the service provider which details how the service will be executed describing the processes or procedures that will be followed which aligns to the requirements of this service. The service provider will in his/her plan focus on the following aspects.

- Execution Plan, Approach & Methodology.
 - General Cleaning
 - Specialized Cleaning
 - Chemical Handling
 - Disposals including hazardous waste
- Resource plan that demonstrates site management organogram and reporting lines specifically for the service
- Training aligned to scope of works. Specific attention is drawn to working at height among others.
- Additionally the bidder shall submit the following
 - Safety plans
 - Staff turnover – Loss of staff plans
 - Reporting on a monthly basis and certification of work completed for the month.
 - Emergency response plan
 - Contingency plan

Emergency Response Plan

The appointed contractor will have an onsite emergency response plan to deal with various emergencies as it relates to their scope of work and responsibilities (including, but not limited to: spills and pollution, flood, fires, bombs etc) that will be documented and available on site.

Contingency Plan

The contractor is to provide ACSA with a contingency plan demonstrating ability to maintain continuity of service that will cover but is not limited to the following aspects:

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)
- ACSA's exposure to third party service provider(s).
 - ACSA is not adversely affected by any challenges experienced by third party service providers in performing.
 - ACSA is not adversely impacted by increased tariffs/prices/rates charged by these third parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted.

Management meetings

The Contractor will be expected to attend meetings relating to contract KPI's, services, operations, contract management and other issues that may arise from time to time on a monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

The meetings will be conducted formally. The Contractor needs to ensure the availability of the representative with 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.

Regular meetings of a general nature 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, feedback on early warnings and compensation events	Monthly on _TBC_ at ___TBC	KSIA	<i>Employer, Contractor and ___TBC</i>
Ad Hoc Meetings for a specific purpose	As and when required	KSIA	TBC

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. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

Contractor's management, supervision and key people

- The service provider will ensure that a suitably experienced and qualified contract manager is appointed to manage the service. The contract manager shall possess suitable supervisory/management experience in Cleaning & hygiene services.
- The service provider will ensure that a suitably experienced and qualified assistant contract manager is appointed to manage the service. The contract manager shall possess suitable supervisory/management experience in Cleaning & hygiene services.
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

In the event of a person being replaced the Contractor must inform the Service Manager prior to the replacement and submit an amended Resource Proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

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

The contractor will provide the following key personnel.

	RESOURCE TYPE	EXPERIENCE	QUALIFICATION	Minimum Number of Resources
1	Contract Manager / Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Matric • Management / Supervisory skills training • Occupational health and safety training Refer to functionality criteria	1
2	Assistant Contract Manager / Assistant Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Matric • Management / Supervisory skills training • Occupational health and safety training Refer to functionality criteria	1
3	Senior Shift Supervisor	Minimum 2 years	Matric	3
4	Supervisor	Minimum 1 year(s)	Matric	7
5	Administrator	Minimum 1 year(s)	Matric	1
6	Auto Scrubber	Minimum 1 year(s)	Certification / training by the equipment manufacturer / supplier	2
7	Carpet Cleaner	Minimum 1 year(s)	<ul style="list-style-type: none"> • Relevant carpet cleaning training • Certification / Training by the equipment manufacturer / supplier 	2
8	High Pressure Cleaning Operator	Minimum 1 year(s)	<ul style="list-style-type: none"> • Drivers license • Certification / Training by the equipment manufacturer / supplier 	1
9	Window / High Access Cleaners	Minimum 1 year(s)	Working at height training	6
10	Rope access technician	Minimum 1 year(s)	Level 1 certification	1
11	Rope access technician	Minimum 1 year(s)	Level 2 certification	1

Provision of bonds and guarantees

Refer to the appended insurance schedule.

Documentation control

The following documentation must be provided by the appointed Service Provider:

The successful bidder will be required to keep accurate daily records of staff attendance, cleaning work, safety inspections, exception reports etc. Records shall be kept on site and must be made available to ACSA on a daily basis for assessment by the Service Manager. All records shall be in a format as agreed with the Service Manager.

- **Monthly reports**
The successful bidder shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The report must be submitted not later than the 7th of each respective month indicating the following:
 - i. An indication and substantiation of consumable/ materials usage per month, included and attached also all delivery notes of consumables ordered and stock holding left per month including pricing.
 - ii. Resource allocation per respective facility per month including: Absenteeism, Discipline etc.
 - iii. Ad-hoc services provided with costing and description. All instructions for ad-hoc services will be issued through a Maintenance Work Order or Manual Work Order during emergencies.
 - iv. Actions on non-conformances forwarded by ACSA.
 - v. Planned maintenance/cleaning completed for the month.
 - vi. Planned maintenance/cleaning not completed for the month.
 - vii. Planned maintenance/cleaning for the next month. A floor maintenance programme is to be submitted to ACSA which shall be adhered to and also monitored.
 - viii. Recommendations for improved service and facilities.
 - ix. Health and safety issues.
 - x. Completed inspections and findings, actions taken, actions completed, and actions not completed.
 - xi. Inspections will be completed on a weekly basis with ACSA staff. This will assist in decisions with regard to improvement initiatives. The successful bidder shall keep records of inspections.
 - xii. copies of all reports for the duration of the service. All reports shall be in a format as agreed with the Service Manager from time to time.
- The contractor must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, up to date and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The contractor must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

General Information

For the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to the Employer at the end of the Service Period. These will include, but is not limited to, the following:

- Reports
- Memorandums
- Drawings
- Operating manuals
- Service history books
- Pictures
- Video Clips
- Audio Clips
- Spread sheets / Data bases.
- Meeting minutes
- Communiqués
- Files
- Warranties

Computerized Maintenance Management System (CMMS)

The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task 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.

Invoicing and payment

Invoices will be itemized per the price schedule.

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 ACSA and include on each invoice the following information:

- Name and address of the Contractor and the Employer;
- The contract number, Blanket Purchase Order Number and contract title;
- Contractor's VAT registration number;
- The Employer's VAT registration number;
- Description of service provided for each item invoiced based on the Price List;
- Total amount due invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Duly completed signed payment certificate

All payments shall be made by electronic transfer into the *Contractor's* bank account.

The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this Agreement, then, at the *Employer's* option, the Service Provider shall either issue a credit note for the net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer*.

ESCALATION

Escalation will be limited to a maximum of Consumer Price Inflation (CPI) on the anniversary date of the contract or regulated labour increases where applicable.

Contract change management

- Early Warnings to notify the contractor or employer of arising risks.
- Risk Registers for the recording of risks to the service
- Further requirements to be announced during course of contract execution in line with contract provisions of the NEC Term Service Contract.

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

All costs which relate to compensation events must be retained by the service provider for the duration of the contract and must be available for review when required.

Insurance provided by the *Employer*

Refer to attached Insurance specification from the employer.

Training workshops and technology transfer

To be discussed and agreed as and when required.

Design and supply of Equipment

To be discussed and agreed as and when required.

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

- **Equipment**

None

- **Information and other things**

All intellectual property issued to the service provider must be returned to the employer on completion of the contract. All intellectual property, manuals, instructions, drawings and specifications arising from the service must be handed over to the employer at the end of the service period.

Health and safety, the environment and quality assurance

Health and safety risk management

An Occupational Health and Safety File in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be submitted. Work will only commence once the file has been approved by the Safety Manager and a permit to work is issued.

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety department.

The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities.

The *Contractor* shall comply with the health and safety requirements annexed to this Service Information.

Workman's compensation letter of good standing must be aligned to the scope of work or written proof must be provided that employees will be covered given the activities executed in the service.

In addition, the service provider shall ensure the following information is included in the safety file:

- Measures to ensure that application of the chemicals will not in any way harm staff, visitors and the environment.
- Housekeeping measures to be implemented on site by the service provider.

Provide the necessary hoarding, signage, trolleys etc to safely execute works.

Environmental constraints and management

Environment

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

At no time shall the Contractor:

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard.
- Other requirements are included in the SHE Specification documentation attached.

Quality assurance requirements

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Procurement

People

Minimum requirements of people employed

- ACSA issued permits which are issued in line with policies and procedures of ACSA.
- Relevant experience
- Relevant qualification.

BBBEE and preferencing scheme

The service provider must comply at all times with the transformation requirements set out in the tender. Such conditions must be maintained throughout the contract period.

Subcontracting

Preferred subcontractors

ACSA reserves the right to reject subcontractors based on past performance, price competitiveness, lead time management.

Subcontract documentation, and assessment of subcontract tenders

All third-party procurement which is done / executed will be on a proven cost basis.

ACSA reserves the right to verify prices submitted are market related before approving quotes. All quotes must be provided by recognized suppliers/providers for the specific item.

All payments for 3rd party procurement will be made at the net cost paid excluding VAT (discounts deducted).

The contractor will then add the agreed mark up to the net cost.

Limitations on subcontracting

All specialised works must be subcontracted out to entities/companies with the required expertise and experience.

Attendance on subcontractors

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of percentages for 3rd party procurement. All goods and additional services will be purchased through third party procurement.

Plant and Materials

Specifications

Serviceable equipment should be used that will adequately perform the operations required.

The contractor shall provide all necessary tools of trade for the execution of the works. No additional costs will be permitted for the purchase of or hire of tools.

The service provider is expected to be well-equipped and have all general tools and equipment readily available and in sufficient quantity to provide quality work considered satisfactory by ACSA KSIA. Attention is drawn to the scope of works listed in the bid document. The contractor is to ensure that an adequate set of tools/equipment is supplied for the purposes of this contract. The contractor is to further ensure that all staff deployed to KSIA are adequately resourced with tools/equipment to maintain continuity of work.

The following exceptions are to be noted by all bidders:

The following equipment if needed will be sourced through 3rd Party procurement:

- Cherry Pickers
- Scissor lifts
- Specialised Scaffolding
- Other specialised equipment deemed necessary by the client.

Correction of defects

All tools & equipment must be regularly inspected and approved by the Service Manager/ ACSA representative. Any tools deemed to be “unfit for use” must immediately be removed from operation and either repaired where possible or replaced.

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

The service provider will be responsible to ensure deliveries are made to the airport premises place of storage or work.

All warranties and guarantees shall be made out in the name of the employer.

Tests and inspections before delivery

Per prevailing legislation and industry standards.

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

Plant and materials are to be provided by the contractor unless otherwise determined on a case-by-case basis.

Working on the Affected Property

Personal Protective Equipment (PPE) & Uniforms

Safety equipment shall be used where applicable (e.g., safety goggles, boots, harness, gloves, masks 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.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, full uniform as outlined in the scope of work (clearly marked with Contractor's company logo). All costs relating to uniforms shall be for the Contractor's account.

Emergency Procedures

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures 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.

General Safety Requirements

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

No unsafe/dangerous equipment or tools may be brought onto or used on Airports Company South Africa premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use.

ACSA 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 cost 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.

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

The Contractor must not interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken to prevent fire hazards.

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.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting (Where applicable)

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

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

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 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 (AIT)	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tool's permit	All persons taking cell tools to airside	ACSA Security

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.

Note: All vehicles intended to be used on the airside must not be older than 8 years for the duration of the contract per prevailing ACSA policy and procedures.

People restrictions, hours of work, conduct and records

OPERATING HOURS

Staffing for this service will be provided 24 Hours a day per the schedules provided for every day of the year including all holidays and public holidays.

The service provider shall formulate and maintain a resource file which shall include but is not limited to the following:

List of all resources deployed to KSIA for the duration of the contract (Personnel file)

- Full names
- Copies of ID docs
- Record of medicals
- Copy of (ACSA training certificates eg: AIT, AVOP, temporary permits etc)

Attendance Registers

- Record of attendance registers are to be maintained for the duration of the contract
- Records to clearly reflect dates that staff are replaced, together with relevant correspondence detailing reasons for replacement.
- Attendance registers to be signed daily.

The service provider is to note that these records must be available at all times.

Health and safety facilities on the Affected Property

Refer to the occupational health & safety specification annexed to the tender document

Cooperating with and obtaining acceptance of Others

Where work impacts other stakeholders, such impact will be assessed, communicated with the affected stakeholders and approval to proceed with the works must be granted by the employer.

Records of *Contractor's* Equipment

The contractor is to fully comply with the equipment and machinery specification provided in the contract.

Equipment provided by the *Employer*

Not applicable

Site services and facilities

Provided by the *Employer*

- Office area.
- Common use ablutions / showers / change rooms.
- Water – Free for use due to operational needs.
- Electricity – Free for use due to operational needs.

The contractor shall provide everything else necessary to provide the service.

Provided by the *Contractor*

- Supervision and management
- Equipment, tools and machinery to discharge the service
All tools used shall be safe and in good working condition. 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.
- Labour as required.
- Materials as requested.
- Maintenance vehicle(s)
- Specialized sub-contracting supplied by the contractor.
- The contractor shall provide everything else necessary to provide the service.

Control of noise, dust, water and waste

To limit impact to passengers and stakeholders. Work creating noise, dust and wastewater will be done at a time that will cause minimal interference to passengers and stakeholders. Refer to the attached environmental specification.

Hook ups to existing works

Where applicable as tasks arise.

Tests and inspections

Description of tests and inspections

Inspections are to be carried out and findings to be actioned as part of planned maintenance/cleaning.

Materials facilities and samples for tests and inspections

Where applicable as tasks arise

- **List of drawings**
 - Drawings issued by the *Employer*

Drawing number	Revision	Title
		Drawings will be issued as and when required

Service Level Agreement

Operational hours

Normal **airport operational hours** shall be regarded as being **from 04:30 to 23:30** for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) shall have no impact on the Contractors fee and rates. **Bidders are to be aware that the cleaning services operates 24 hours a day for every day of the year including all weekends and public holidays.**

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 facility, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered cleaning staff compliment shall be sufficient to perform all required cleaning requirements.
3. During operational hours, the Contractor shall have sufficient personnel on-site to successfully attend to cleaning requirements.
4. Cleaning staff must always be on time, stationed at their respective work area at the time prescribed in contract. The successful bidder must ensure that cleaners arrive at work in sufficient time to ensure cleaners are at their stations on time.
5. Cleaners ending their shift, will only be permitted to vacate their station once the incoming cleaner for the next shift has arrived and a "handover" taken place.
6. The successful bidder shall always ensure that agreed staff numbers are always adhered to. The successful bidder must make suitable provisions for relievers

Staff qualifications

It will always remain the successful bidders' responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Furthermore, all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to instruct that personnel that are not adequately qualified or suited for this contract be removed from the site.

Performance Management

Sample of Incidents, response Times and Penalties:

Key Performance Area	Response times	When	Target	Penalties	Incentives
Attendance of Monthly Meetings by the Site Manager		Monthly	100% must be achieved	R 500 per incident	
Time wasting – Where staff is found intentionally wasting time e.g. on floors, etc		All times	3 or more times	R1000 immediate penalty	
Spillages, Breakages	10 minutes	All times	100% must be achieved	R 250 per incident	
Paper removal, litter reaction	10 minutes	All times	100% must be achieved	R 250 per incident	
Removal of bubble gum	15 minutes	All times	100% must be achieved	R 250 per incident	
Deep Cleaning of toilets	5 Hours	Daily / Weekly – Between 23:00 & 04:00	100% must be achieved	R500 per deviation	
Meeting & Maintaining Cleaning Standards and frequencies as detailed in the specifications	Per agreed schedule	All times	100% must be achieved	R500 per deviation	
Meeting passenger survey requirements		Monthly	Rating of 4.7	10% of monthly management fee following three consecutive months of failing to achieve the	R50 000 following three consecutive months of achieving the prescribed

				prescribed minimum ASQ rating*	minimum ASQ rating*
The contractor fails to /neglects to disclose correct staffing levels and shortages to the Employer. (Misrepresentation of information)		Daily	3 or more times	R1 000 per day of staff shortage Disciplinary action for every transgression	
Staff does not meet the prescribed qualifications against the Contract specifications		Daily	Staff to meet requirements at all times	R1000	
Contractor Fails to provide a reliever for a post and leaves the post unmanned		Daily	3 or more times a month	R1000	
A staff member's uniform does not meet the agreed upon standards and specification requirements		Daily		R1000 immediate penalty – must be rectified immediately. If after 7 days not rectified a penalty of R5000 will apply	
The contractor's daily, weekly or monthly reports do not meet the set requirements.		All times	All reporting must be achieved	If not submitted by each agreed submission date and if reasons not communicated and accepted by ACSA before due date– Penalty of R2500 per month	
The contractor does not provide support as requested by the Employer during construction and any other instance where the request will have been made to the Contractor.		All times	The contractor must provide support whenever requested to do so	Immediate – R500 per incident	

Make all machinery & equipment available for routine inspections		Minimum of 1 x per month	Upon notification, the service provider shall within 24 hours make all machinery and equipment available for inspections	R2000 for failure to comply	
------------------------------------------------------------------	--	--------------------------	--------------------------------------------------------------------------------------------------------------------------	-----------------------------	--

- *The R50 000 incentive shall apply throughout the term of the contract.
- *The Employer will require that at the incentive be distributed/cascaded in the following manner:
 - 60% of the incentive earned for the achievement of the ASQ target be distributed to operational staff. i.e. cleaners.
 - 20% of the incentive earned for the incentive be distributed/cascaded to supervisory staff. i.e. Shift senior supervisors and Supervisors.
 - 20% for the Contractor's discretion.
 - *Proof of the above will be requested.*

Notification of Penalties:

- The Employer will notify the contractor in writing of its intention to claim a penalty within 30 days of an event or the Employer may lose its right to claim the penalty. Should the Employer not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.
- Any claims directed at the Employer as a result of poor services levels being rendered will be for the account of the Contractor
- Furthermore, the Employer will hold the Contractor liable for any costs incurred as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to execute works which caused an additional cost to be incurred.
- The Employer agrees that penalties shall not be levied against the Contractor for any event or non-performance that may occur during the first six (6) months from the start of the contract.
- Penalties will be limited to a maximum of R10 000 per month.

Proposed Response Time by Stationed Cleaners

In terms of the SLA, the below are the minimum standards for responses. The airports shall consider the times and amend their SLA's to suit operations. Minimum standard that Approved Contractor shall respond to all cleaning related faults as follows:

During service hours: Type of Problem	Response Times	When
Spillage's, breakage's	10 minutes	Any given time
Papers removal, litter reaction	10 minutes	Any given time
Removal of bubble gum	15 minutes	Any given time
Stripping and sealing of floors	3 day – per area identified	After 24h00 or after last flight
Hygiene - cleaning of toilets	Ongoing	Any given time
Detailed deep cleaning	Daily	After 24h00
High pressure cleaning of pavements (depending on size)	Ongoing	After 24h00
Cleaning of walls	Ongoing	After 24h00
Cleaning of banister/glass partitions	on a rotational basis	Daily
Emergency Response (example: flooding)	Immediate	Any given time

Definition of Work Priority:

1. Requests, which are of urgent nature such as leakages, spillages, breakages etc. which require immediate attention.
2. Requests, which are routine in nature, such as to perform additional cleaning for areas specified in the contract.
3. Requests, which are non-urgent nature, such as cleaning of additional areas not specified in the contract.

The response time relating to emergency requests such as (e.g. fire, flooding, pipe burst and oil spill, etc shall be immediate as cleaners are on-site at all times.

In the case of emergencies, the contractor will be required to institute an emergency resource re-allocation/allocation procedure to ensure that staff attends to the emergency timeously in terms of this SLA and that key stations remain manned by staff. Bidders may touch on this point in the Contract Deployment Proposal.

Definitions

No	Description	Definitions	Examples
1	Visible Area	Area easily seen by the eyes in a upright and position for an inspection unit	Table top, floor, wall
2	Non-visible Area	Area not easily seen by a glance and requires detailed inspection	Behind the pillar, under the table
3	Inspection unit	Group of elements located within a spatial unit	Entrance and lobby, corridor, staircase
4	Element	Items in an inspection unit that are to be cleaned	Door, floor, wall, fixture
5	Dust	Light dust that cannot be seen by eyes	Thin layer of dust particle
6	Dirt	Accumulated dust that can be seen by eyes	Heavy black dust
7	Stain	Dried form of spillage	Beverage stain or other liquid fluid stain
8	Spillage	Accumulation of liquid fluid	Beverage spillage or any pool of liquid
9	Litter	Object / item that is left behind or dropped deliberately / accidentally by human activities	Man-made materials (paper, wrapper, waste)
10	Fixture	Object / item that is securely and usually attached to the wall or ceiling	Gantry, card access reader, fire extinguishers, fire alarm bell, Automated external defibrillator (AED), water taps, soap dispenser, switches, power points, Lan / telephone line
11	Signage	Sign used to provide information	Exit light, direction sign, Directory
12	Display	Items that are usually hang on the wall	Notice board, LCD display, poster / picture
13	Furniture	Movable items or objects	Table, chair, sofa, cabinet, locker, desk, side table, telephone, table-top
14	Planter	Decorative pot of plant	Pot of plant
15	Electrical Appliance	Appliance that are powered by electricity	Projector, PC, laptops, microwave, water dispenser, refrigerator, coffee machine

Transgressions by the contractor are, but not limited to the following:

1. Failure to maintain change room / Toilet facilities, in a neat and clean condition.
2. Failure to timeously advise the Employer of any incident that may have direct impact on the integrity of the airport.
3. Failure to disclose information relating to shortages, equipment and incidents to the Employer.
4. Failure to conduct any of the required evacuation drills in accordance with airport evacuation procedures and frequencies. (Such airport evacuation procedures will be provided to the successful bidder)
5. Failure to comply with training requirements as prescribed in the tender document and agreed between the parties.
6. Failure to submit required reports and schedules to the Employer as required.
7. Allows or causes an action or event to take place that has a negative impact on the activities on the premises.
8. Disregards or does not pay attention to lawful commands by the authorised representative of the Employer.
9. The contractor and/or its employees are negligent or slack in the execution of their duties.
10. The contractor and/or its employees behave disorderly or ill-mannered whilst rendering services. Disorderly or ill-mannered behaviour may be, but not limited to, the following:
 - a Walking in groups in the terminals and disregarding passengers and all other airport patrons,
 - b Screaming or speaking to each other loudly in the presence of passengers and all other airport patrons; and
 - c Solicitation of money/donations from passengers and all other airport patrons. This conduct is strictly prohibited.
11. The contractor and/or its employees use alcohol and/or drugs, or is under the influence of alcohol or drugs whilst rendering services.
12. Use of the premises of the Employer unlawfully.
13. Employees leave their posts without permission.
14. Employees sleep while on duty.
15. Acceptance of bribes. (A bribe means any benefit that a staff may acquire, that has the effect that the services are rendered contrary to the provisions of this agreement.)
16. Allows family and friends or any other person to enter the premises without permission, for reasons other than to do business with the Employer or tenants on the premises.
17. Uniform is not up to standard or acceptable.
18. Does not comply with the laid-down OHS and SANS standards and guidelines.
19. Employees are not in possession of identity cards as required or falsely perform duties of a specific grade, without the necessary qualifications.
20. Employees may not speak to friends or relatives on the telephone or cell phone whilst on their post without the permission of a supervisor.
21. Employees may not speak to the press, release information or discuss events with persons external to the Employer.
22. Employees not posted according to generic specifications (absent) or staffs not at positions of duty as determined by the job description.
23. Employees fail to report security breaches.

Meetings and SLA reviews

- i Spot inspections will be conducted by the Employer on a routine basis along with the Contractor in accordance with the high priority areas agreed to by both parties. A Sample of the routine performance inspection measurement scorecard is illustrated below:

Item	Description	Rating						Comments
1.	Safety and Housekeeping:	1	2	3	4	5	N/A	
	– Safety Warning sign in place							
	– Isolation/cordon/Barricading off area							
	- Warning Signs in place							
2.	Reporting:	1	2	3	4	5	N/A	
	- Monthly Report submitted on time							
3.	Personal Protective Equipment:	1	2	3	4	5	N/A	
	- Wearing of PPE							
4.	Security and Uniform:	1	2	3	4	5	N/A	
	– ID card always clearly visible							
	– Clear sign of the name of company							
	- To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:	1	2	3	4	5	N/A	
	– Equipment available at all times with no repeat incident on equipment							
	- Keep to agreed schedule							
6.	Submission of documentation:	1	2	3	4	5	N/A	
	– Submitted within agreed time frame							
	- Invoice submitted on time							

Item	Description	Rating						Comments
7.	Workmanship:	1	2	3	4	5	N/A	
	- Quality of cleaning and hygiene services to agreed standards							
8.	Systems:	1	2	3	4	5	N/A	
	- System of work in place and aligned to specifications							
10.	Reaction Time:	1	2	3	4	5	N/A	
	- Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:	1	2	3	4	5	N/A	
	- Submission and updating of Safety Documents							
Total Score: / Total %								

Rating Scale:

Rating	Meaning	Description
5	Outstanding	All Performance requirements met and surpassed in some instances
4	Highly Satisfactory	Performance requirements mainly met with one or two areas not met
3	Satisfactory	Performance requirements adequately met
2	Unsatisfactory	Performance requirements significantly below expectations, improvement required in a number of areas.
1	Poor	Performance requirements not met, expectations not met at all.

- ii SLA review meetings are held monthly, and official reviews are carried and documented quarterly. Note that the ASQ targets applies to the contract as mentioned above and will be reviewed at the same time. Below is an example of the SLA review.

<u>Staff KPA Checklist</u>	2023/24				
	ACSA Representative:				
	Signature:				
	Contractor:				
	Representative Signature:				
	Signature:				
KPA Categories (Rating = 1 -5)	Q1	Q2	Q3	Q4	Comments:
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	
General:					
General quality of Service					
Monthly Staff Management report received					
Number of incidents recorded					QTY
No repeat of incidents or non-conformances					
Meet priorities with timeous completion of tasks and reporting					
Knowledge of ACSA staff systems					
ASQ report benchmark met at 100% (score of 4.7)					%
Staffing:					
All permanent staff in possession of id & access cards					
Available for briefing, on-site training and meetings					
Staff qualifications provided - existing and new					

List of staff on site as mentioned or agreed					
Staff on site suitably qualified for site					
Staff always neatly and properly attire					
Training:					

Staff and Safety Training provided on a regular basis in line with agreed training programme					
Emergency response training and evacuation drill carried out					
Proof of completion/qualification of training provided and training records shared					
Uniforms:					
Proper attire at all times - Uniforms, Personal Protective Equipment					
Reporting:					
Time and attendance system with Sign in / out details					
Occurrence books maintained and checked by management					
Report defects in the building					
Contractor Senior Manager visits and audit carried out bi-weekly or 6 times per quarter					
Emergency callout response time / Management					
Daily reports shared with the Employer					
Additional:					
ISO compliance where applicable					
Housekeeping/Health & Safety:					
Hazardous & biodegradable waste correctly disposed, Waste room inspections					

Management attended Spill response training					
Worksite adheres to safety standards - demarcated, etc.					
Sluice rooms kept clean and neat at all times					
Housekeeping rules adhered to - walkways, etc.					
Schedule of tasks and agreements:					
Staff monitoring site 24 hours a day with the correct staff compliment					
Control and monitoring of all entrances					
Control and monitoring of all parking premises					
Staff to remain on all their posts until relieved					
Control of lost and found items as per procedure					
Staff personnel trained and tested on first aid and fire fighting					
Searches on staff, visitors and contractors conducted in line with procedure					
All permanent staff in possession of ID & Access cards					
Environmental and Social Policies:					
Is the company involved in social upliftment programmes					
Is the Contractor meeting the Employer's transformation target?					
Does the Contractor continuously assess the impact on the tasks and products being used on the environment					
<u>Scoring</u>					
Total	0	0	0	0	
Previous total	0.00	0.00	0.00	0.00	

Percentage deviation since last review	0.00%	0.00%	0.00%	0.00%	
----------------------------------------	-------	-------	-------	-------	--

Additional Comments:

Note: Contents and structure may change by agreement between the parties.

Service Level in relation to Machinery and Cleaning Equipment

Description	Benchmark
Availability	Machinery and Cleaning Equipment availability shall be kept at or above 99% overall per month.
Breakdown Closure Duration	95% of all Machinery and Cleaning Equipment breakdowns shall be resolved within 48 hours from the time the breakdown occurs.

Defect free liability period Machinery and Cleaning Equipment

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – preventive maintenance	The defect free period will be no less than the maintenance interval per OEM specification

Penalty scheme for Machinery and Cleaning Equipment

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

Penalties

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

Penalties are limited to a maximum of **R 10 000/month** for the full service.

Penalty breakdown

Availability not meeting required benchmark	R 2 000.00 for a continuous two-month period
Not meeting the benchmark Breakdown Closure Duration	R 2 000.00 for a continuous two-month period
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident

Example Non-Conformance Report

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile

CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non-Conformance

Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile

contractor's Response:

(A) Cause

(B) Immediate Corrective Action

(C) Action to Prevent Recurrence

(D) Corrective Action Implementation Date:

(E) Preventing Recurrence Implementation Date:

Recipient/Reps Name	Signature	Title	Date

ACSA Representative: Evaluation of Proposed Corrective Action

Accepted

Rejected

Comments

Name	Signature	Title	Date

CONTACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements

Recipient/Reps Name	Signature	Title	Date Implemented

ACSA Representative: Follow up and close out

Accepted

Rejected

Comments

Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

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

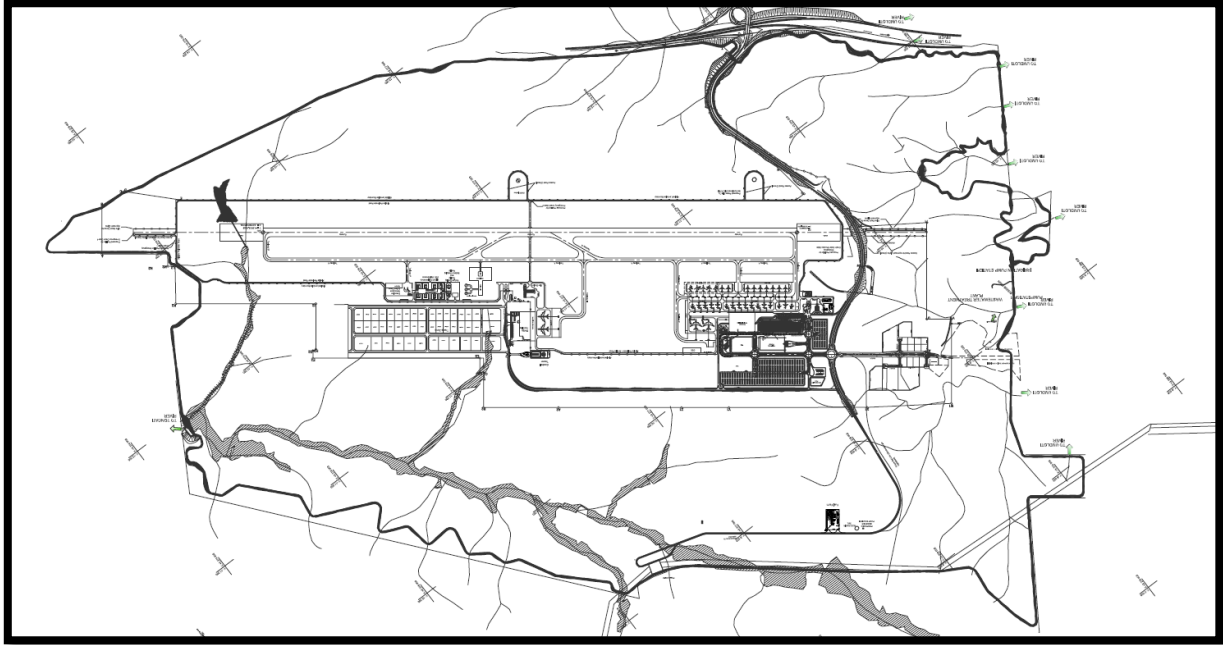
Note: All parties shall ensure that no delays are caused in the above chain of events.

The shaded areas are to be completed by the **Contractor's representative**

PART 4: SITE INFORMATION

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

SITE PLAN



Environmental constraints and management

Service & Maintenance Contractors

Environmental Terms and Conditions to Commence Work - EMS 048

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

• ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall always maintain a tidy, litter free environment in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site

• ISSUE	REQUIREMENT
	This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
• Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

I, _____ (name & surname) of _____ (company)

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

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

at: _____ (airport name).

Quality assurance requirements

The *Contractor* shall ensure that works are carried out as per industry norms and the Airport Company South Africa procedures, OHS Act, and applicable standards. In this regard the *Contractor* will be expected to draft quality plans for the *Service Manager* from time to time.

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	Cleaning & Hygiene Services for a period of 5 years at King Shaka International Airport.
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for...
Category 1	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
Category 2	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
Category 3	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
Category 4	Occasional	Likely to occur sometimes. Has occurred infrequently.
Category 5	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

Driving on airside	Incidents	Damage to aircraft/ vehicles/property/ persons	<p>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit.</p> <p>The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place</p>	4A
Driving on runways and taxiways without permission	Incursion	Collision with aircraft/property damage or fatality/ies	<p>Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.</p>	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/ persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A

Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	<p>ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates.</p> <p>ACSA Environment and Fire and Rescue to be notified where a spill occurs.</p>	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	<p>ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to.</p> <p>ACSA Environment and Fire and Rescue to be notified where a spill occurs</p>	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A

Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B

Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders /ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the contractor	4C