



**REQUEST FOR BIDS FOR THE PROVISION AD HOC HIGH ACCESS CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 05 YEARS AT AIRPORTS COMPANY SOUTH AFRICA IN CAPE TOWN INTERNATIONAL AIRPORT**

**Bid Number:** : CTIA7043/2022/RFP

**Issue Date** : 16 March 2023

**Query Closing Date** : 05 April 2023 @16:00 PM

**Non-Briefing Session and Site** : 29th March 2023 @11:00 AM

**Bid Closing Date and Time** : 19 April 2023 @ 16:00PM

**Tel +27 11 723 1400 Fax +27 11 453 9354**  
**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**  
**P O Box 75480, Gardenview, Gauteng, South Africa, 2047**  
**[www.airports.co.za](http://www.airports.co.za)**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)



## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFB/P/I documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za). Kindly print and complete.

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **16:00(PM) 19 April 2023** using the following method:

#### 1.1.1. Email submissions:

The bid documents must be sent to the following email address:

[Mochaki.monyela@airports.co.za](mailto:Mochaki.monyela@airports.co.za)

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each or through we-transfer.
- **Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.**

1.1.2. Proposals must only be e-mailed.

### 1.2. Late Bids

Bids which are submitted after the closing date and time will not be accepted.

### 1.3. Clarification and Communication

Name:	Mochaki Monyela
Designation:	Senior buyer
Tel:	064 177 6644
Email:	<a href="mailto:Mochaki.monyela@airports.co.za">Mochaki.monyela@airports.co.za</a>



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1.3.1. Request for clarity or information on the bid may only be requested until **05th of April 2023**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Bid.

1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

#### 1.4. **Non-Compulsory**

A non-compulsory will be held on **29<sup>th</sup> of March 2023 at 11:00 (AM)**. The session will be held at the following location:

##### **Join on your computer or mobile app**

[Click here to join the meeting](#)

Meeting ID: 380 650 491 336

Passcode: x3g4WW

[Download Teams](#) | [Join on the web](#)

##### **Or call in (audio only)**

[+27 21 834 0841,,762642568#](#) South Africa, Cape Town

Phone Conference ID: 762 642 568#

[Find a local number](#) | [Reset PIN](#)

#### 1.5. **Bid Responses**

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

#### 1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

1.6.1. Award the whole or a part of this bid;

1.6.2. Split the award of this bid;



- 1.6.3. Negotiate with all or some of the shortlisted bidders;
- 1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.6.5. To reject the lowest acceptable bid received; and/or
- 1.6.6. Cancel this bid.

**1.7. Validity Period**

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

**1.8. Confidentiality of Information**

- 1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.8.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.8.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

**1.9. Hot – Line**

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: [office@thehotline.co.za](mailto:office@thehotline.co.za)



## SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

### 2.1 Background and/or Purpose of this Bid

#### **Employer's objectives**

The Contractor will be responsible for High Level cleaning services at Cape Town International Airport. The Contractor will be appointed directly by the Airports Company of South Africa.

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

Quality of Work: Windows shall be washed clean and free of streaks, smears, and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris, and other materials so as to be considered clean by the building representative. Windowsills shall be washed clean, and all drippings wiped dry.

All equipment and supplies used must be capable of performing all operations in accordance with specifications.

#### **Overview of the works**

In brief, The Contractor will maintain the High Level Cleaning services at Cape Town International Airport. :

The areas to be serviced are the following:

### **2.2 Scope of Work**– High Level Cleaning services: To provide for a comprehensive and specialised High level window cleaning Services for a period of 60 months at Airports Company South Africa - Cape Town International Airport

#### **Extent of the works**

The Contractor will be fully responsible for meeting all requirements in this document regarding maintenance cleaning of the mentioned infrastructure.

For any infra-structure in question, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

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

The Contractor shall at all times remain responsible to ensure that the on-site staff complement and maintenance regime is sufficient to maintain the service levels as indicated and agreed upon. Should the Contractor not be able to adequately maintain the infrastructure responsible for due to constraints caused by the Employer, it shall be timeously reported, in writing, to the ACSA representative.

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



The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the management and maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member under the influence of alcohol or partaking in any criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guarantee for a period of 12 months after completion of work.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the ACSA Building Maintenance representative, all senior staff members and on-site support staff are always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the ACSA Building Maintenance representative from time to time. Current airport requirements are: safety shoes, track suit and a uniquely numbered reflective jacket with the company name (for easy identification via CCTV).

### **Location of the works**

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

## **DESCRIPTION OF THE WORKS**

### **Employer's objectives**

The Contractor will be responsible for High Level cleaning services at Cape Town International Airport. The Contractor will be appointed directly by the Airports Company of South Africa.

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

Quality of Work: Windows shall be washed clean and free of streaks, smears, and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris, and other materials so as to be considered clean by the building representative. Windowsills shall be washed clean, and all drippings wiped dry.

All equipment and supplies used must be capable of performing all operations in accordance with specifications.

### **Overview of the works**



In brief, The Contractor will maintain the High Level Cleaning services at Cape Town International Airport. :

The areas to be serviced are the following:

	<b>Work Specification</b>	<b>Location</b>	<b>Frequency</b>
<b>Terminal 2 Departures</b>	The damp wiping of the external steel structures underneath	External	Quarterly
	The bussing gate canopy.		
	Cleaning all exterior facing windows inside only above	Internal	4monthly
	The dusting of the upper revel canopy above bussing gate exits. (TV's)	Internal	Quarterly
	Cleaning of the partition glass at the lift area.		Alternate monthly
	The dusting of the light covers plus the cleaning of the light covers between the escalators on the upper level at the Premier Lounge	Internal	Quarterly
	Cleaning of the Premier lounge windows outside only,		
	Damp wiping of the square shaped white metal structures and tubing at the lift	Internal	Quarterly
	Cleaning Of the metal structures underneath the staircase.	Internal	Quarterly
	Cleaning offthe lift shaft glass facades and meta' structures outside only.	Internal	Quarterly
	Cleaning of the lift shaft glass facades inside, cleaning of the	Internal	Quarterly

	lift car glass, metal structures and pit of the lift shaft,		
	Dusting and damp wiping of the side staircase metal ledges and glass facade ledges	Internal	Quarterly
<b>International Mezzanine</b>	Cleaning all exterior facing upper level windows inside only.	Internal	Quarterly
<b>(Boarding Lounge)</b>	The dusting Of the upper level hanging light fittings	Internal	4 monthly
	The dusting damp wiping of the upper level white steel struct.	Internal	4 monthly
	Dusting / damp wiping of the shop front signage,	Internal	Quarterly
<b>(Boarding Lounge)</b>	Dusting f damp Wiping of the glass canopies of the mobile shops	Internal	monthly
	Dusting of the middle passage airconditioning covers and light fittings.	internal	Quarterly
	Cleaning all exterior facing glass facades behind the duty free shops outside only.	Internal	Quarterly
	The cleaning of the light fittings, back air-conditioning ducting and upper level metal structures to be cleaned after hours.	Internal	6 monthly
	Tennant to remove displays, security to be arranged by ACSA		
	Cleaning of all windows in new Bidvest lounge and Emirates	External	Quarterly





<b>Immigration Departures</b>	Cleaning all exterior facing upper level Office windows outside only.	Internal	Quarterly
<b>Terminal 2 Landside</b>	Dusting above the counter tops and ledges.	Internal	
<b>International Airside</b>	Cleaning all exterior facing only, plus the cleaning Of the box window sills.	Internal	Quarterly
	The washing of the airside white cladding facades.	External	Monthly
	The cleaning of the canopy glass both inside and outside	Internal	Monthly
	The damp wiping of the canopy glass steel structures.	Internal	Quarterly
	Cleaning of the air bridge glass outside only, Cleaning of the air bridge white cladding facades.	Internal	Quarterly
	The Pressure washing of the airside louvers and meta structures	Internal	Annual
<b>Bussing gates area</b>	Cleaning Of the external canopy and roof structure	External	Quarterly
<b>Building</b>	Cleaning all exterior facing windows outside only	External	Monthly
	Cleaning all exterior facing skylight glass facades outside only	External	Monthly
<b>Foxtrot 8</b>	Cleaning all exterior facing windows outside only.	External	Monthly
<b>Airside Safety</b>	Cleaning all exterior facing windows outside only,	External	Alt monthly
	To the pressure washing of the		

	external louvers. silver partitions,		
	light fittings and metal structures		
<b>SOB Building</b>	Cleaning all exterior facing windows outside only.	External	Quarterly
	Cleaning in and out of the entrance glass facades plus the	External	Quarterly
	damp wiping of the internal entrance metal structures.		
	Cleaning of the lift shaft glass, lift cars, the damp wiping of the lift metal structures and the cleaning of the lift pit	Internal	Quarterly
	Cleaning the exterior facades of the reception area upper level office glass.	Internal	Quarterly
	Cleaning of the upper level glass facades behind the lift area Inside only plus the damp wiping of the tile ledge.	Internal	
<b>SOB Building</b>	The dusting of the internal metal louvers above the glass facades.	Internal and External	6monthly
	Dusting of the internal reception hanging structure.	Internal	Quarterly
	The damp wiping of the internal reception staircase metal Bulkheads.	Internal	Quarterly
	Cleaning of the metal structure landings underneath the staircase	Internal	Quarterly

	Dusting of the internal upper level light fittings.	Internal	Quarterly
	Cleaning of the passage glass above the doors inside and out plus the cleaning of the upper level glass above the ground	Internal	Quarterly
	All the office windows outside only.	External	
	Cleaning of the entrance circular door canopy both inside and out.	Internal	monthly
	The dusting of the internal conference room ceiling Extraction Covers	Internal	Quarterly
<b>MSP 1</b>	Cleaning all exterior facing windows outside only, Cleaning Of the skylight glass facades outside only.	External	Quarterly
	Cleaning of the external ground floor canopy glass facades outside only.	External	monthly
	To the washing of the external louvers of the roadside.	External	4 monthly
	Cleaning of all Louvers and related structures.	External	4 monthly
<b>MSP 2</b>	Cleaning all exterior facing windows outside only, cleaning of the skylight glass facades outside only.	External	Alt monthly
	Cleaning of the external ground floor canopy glass facades outside	External	4 monthly
	Cleaning Of all louvers and related structures	External	Alte

			Weekly
<b>Domestic Main Entrance</b>	Cleaning all exterior facing windows outside only,	External	Alt weekly
<b>Landside Ground Floor</b>	The dusting / brushing of the upper level air vent louvers above the glass facades	External	Quarterly
<b>Main Roadside CTB</b>	The dusting / brushing of the upper level air vent louvers above the glass facades	External and Internal	6monthly
<b>Lower Level</b>	The dusting of the upper level air-conditioning ducting units of the roadside	External	Quarterly
	Cleaning all exterior facing windows inside only.	External	Quarterly
	To the dusting of the internal ground floor v shape main concrete support beams.	Internal	Quarterly
	Cleaning of the 2 lift shaft glass facades outside only.	Internal	4 monthly
	Cleaning Of the 2 lift shaft glass facades inside, cleaning of the metal structures, lift shaft car and the sweeping of the pit	Internal	Quarterly
	Cleaning of the side escalator facades externally, cleaning of the side escalator glass partitions outer	Internal	Quarterly
	Cleaning of the Airline Office glass facades outside only.	External	Quarterly
<b>CTB</b>	Cleaning all exterior facing windows outside only.	External	Quarterly
	The dusting / brushing of the upper level air	Internal	

	vent louvers above the glass facades		
	To the washing of external upper level silver alubond facades of the roadside. - Perimeter facade	External	Ad hoc
	Cleaning all exterior facing windows inside only.	Internal	
	Cleaning of the lift shaft glass facades outside only,	Internal	Quarterly
	Clean nine of all the lift shaft glass facades inside, cleaning of the metal structures, lift shaft car and the sweeping of the pit.	Internal	Quarterly
	Cleaning of the side escalator facades external cleaning of the side escalator glass partitions outer face,	Internal	Quarterly
	The dusting of the internal upper level hanging light fittings speakers	Internal	Quarterly
	The dusting / damp wiping of the vertical air-conditioning units and covers, _dusting Of the slanted metal support structures. (columns)	Internal	Quarterly
	To the dusting of the Internal Ceiling Circular Piping structures Of the CPU Hall.	Internal	Quarterly
	Cleaning all exterior facing roof glass facades outside only.	External	Quarterly
	North		monthly
	South		monthly

	East		monthly
	West		monthly
	Cleaning all exterior facing roof glass facades inside only.	Internal	Quarterly
<b>Upper and Lower road area's to CTB</b>	North		Quarterly
	South		Quarterly
	East		Quarterly
	West		Quarterly
	Dusting / damp wiping of the upper level displays Of the Airline Check in counters.	Internal	Quarterly
	Cleaning all exterior facing upper level office glass facades outside only.	Internal	Quarterly
	Cleaning all exterior facing airside glass facades inside only.	Internal	Quarterly
	Cleaning all exterior facing side wall glass facades outside only.	External	
	Cleaning all exterior facing side wall glass facades inside only.	Internal	Monthly
<b>Oval Office</b>	Cleaning all exterior facing windows outside only.		Quarterly
	Dusting of the internal reception.		
	Cleaning of the glass panels		Quarterly

	Cleaning of the lift shaft glass, lift cars, the damp wiping of		6monthly
	The lift metal structures and the cleaning of the lift pit.		
	Cleaning of the internal upper level reception Office glass.		Quarterly
	Cleaning of all interior facing windows above 3m.		Quarterly
<b>Fire station</b>	Cleaning Of all external and internal glazing above 2m in height.		Monthly
	Cleaning of all ledges and bulk-heads above 2m in height- external and internal.		Quarterly
	Cleaning of all internal and external cladding above 2m in height.		Quarterly
	Cleaning of all internal and external Metal structures above 2m in height.		Quarterly
<b>Power and lighting</b>	Cleaning of all external and internal glazing above 2m in height		Quarterly
	Cleaning Of all ledges and bulk-heads above 2m in height- external and internal		Quarterly
	Cleaning Of all louvers and ledges to diesel rooms.		Quarterly
	Cleaning of all internal and external cladding above 2m in height		Quarterly
	Cleaning of all internal and external metal structures above 3m in height		



<b>Motorised equipment</b>	<p>The contractor is to maintain and manage all motorised and non-motorised equipment used for cleaning of the external window glazing. The maintenance shall be according the OEM manual and as specified by the manufacturer_</p> <p>Maintenance schedules and completed maintenance reports to be provided to ACSA via the service provider.</p> <p>Adherence to the required maintenance as per OEM shall be the responsibility of the contractor.</p>	External	As per the Operators Manual (OEM)

### 2.3 Pricing Schedule

Period	Annual escalation	Rand value
Year 0 to 1	0%	R
Year 1 to 2	5%	R
Year 2 to 3	5%	R
Year 3 to 4	5%	R
Year 4 to 5	5%	R
<b>Total contract value for 5-year contract</b> (to be carried to the Form of offer)		

- Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Cleaning Cost Summary. The value must be carried down under period Year 0 to 1.





- *Escalations to be added to the annual contract value going forward will be approximately 5% per annum. This will be subject to 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.*
- *Labor cost increases will be paid in line with government gazette rates.*



AIRPORTS COMPANY

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1
1.1. Permits/Induction costs	Yearly		R
1.2. Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.3. Uniforms costs* [specify replacement cycle in months]	Monthly	R	R
1.4. Management and administration personnel costs	Monthly	R	R
1.5. Window Cleaners and Abseilers Labour costs	Monthly	R	R
1.6. Equipment costs	Monthly	R	R
1.7. Chemicals & Consumables	Monthly	R	R
1.8. Servicing of Safety Systems	Monthly	R	R

### **ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY**

- 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.
- 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, supplier increase letters etc.
- Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued.



## 1. Preliminary and Generals

### 1.1. Permit Costs – At Cost

Description	UOM	Quantity	Rate	Total Amount Per annum
Personnel Permits	Per person	14	R343	R 4 802
Airside Induction Course (Staff Members for Cargo, Training Academy, and all perimeter gates in all shifts)	Per person	14	R650	R 9 100
All Supervisors and Managers and at least one office based senior management person who will attend scheduled meetings and inspections	Per person	2	R650	R 1 300
<b>Total</b>		14		R 15 202

- *The R650 is cost for Airside induction training and excludes ACSA Permit costs*
- *1<sup>st</sup> Payment will be released as a once of initiation fee based on proven costs, no mark-up to be added (Inception of contract)*
- *2<sup>nd</sup> Payment will be released at the 1<sup>st</sup> renewal of permits (End of year 2)*
- *3<sup>rd</sup> Payment will be released at the 2<sup>nd</sup> renewal of permits (End of year 4)*
- *\*Permit prices are subject to change. Latest prices are attached in the annexure. Bidders can contact Permit Office to confirm latest pricing for permits*
- *Bidders to contact Permit Office to confirm pricing for permits*
- *\*\*The vehicle to be deployed on the contract shall not be older than 5 years. ACSA does not issues permits for vehicles older than 5 years*
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**



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

Please state the management fee as percentage of total contract value .....%. Absolute value, R.....

Administration activity and/or Overheads/expenses	UOM	Quantity	Unit cost	Total monthly fee
Insurance	Monthly	1	R	R
Safety file	Once off	1	R	R
Fee for OHS requirements	Once off	1	R	R
Biometric time and attendance system (Remote areas to be covered)	Monthly	1	R	R
Medicals	Yearly	No	R	R
Other: Specified by bidder			R	R
<b>Total</b>			<b>R</b>	<b>R</b>

- Please provide a management fee breakdown in terms of related direct/indirect overheads and expenses
- #Please provide the equivalent (Pro Rata) monthly charge
- Payment for Safety File is once off for the contract
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**



1.3. Uniforms – Monthly (replacement cycle in months\* \_\_\_\_\_) (every 25 months)

	UOM	Quantity	Unit cost	Total monthly fee#
Window Cleaners and Abseilers (Fall Arrest Technicians)	No	9	R	R
Management Staff (Contract Manager)	No	1	R	R
Supervisor	No	1	R	R
Rope Access Technicians	No	3	R	R
<b>Total</b>		14	<b>R</b>	<b>R</b>

- *\*Please use the replacement cycle specified i.e. 2 pairs per person every 25 months*
- *There are other areas that will require a shorter replacement cycle e.g. outside areas*
- *The uniform design and fabric will require ACSA approval*
- *#Please provide the equivalent (Pro Rata) monthly charge*
- *Please allow for relievers in calculation of the number of uniforms*
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**



## 1.4. Management &amp; Administration Personnel

Description of management/ administration resource type	Hours per month per resource (Measured in Rate per hour)	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
Contract Manager	173.2			1	R	R
Supervisor	173.2			1	R	R
Rope Access Technicians	173.2			3	R	R
Other					R	R
<b>Total</b>					R	R

- Please provide a management and administration cost breakdown in terms of human resource cost
- This fee will be inclusive of public holidays, weekends and overtime and night shift allowance for night shift workers
- Payment will be subject to proven costs
- \*On every call out there must be a senior duty manager on site, who can either be the Site Manager or someone senior from Operations Office
- There should always be a full staff compliment for the work request. The airport operates 24 hours a day and 7 days a week. The onus will be upon the service provider to ensure that the shift is serviced without employees working overtime
- **PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**



### Window Cleaners and Abseilers

1.5. Window Cleaners and Abseilers Labour Costs (please apply the hourly rate from table 1.5.1 - Cleaning Service Labour Rate breakdown)

Description of window cleaning/ abseilers resource type	Hours per month per resource (Measured in Rate per hour)	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
Fall Arrest Technicians	173.2			3	R	R
					R	R
<b>Total</b>					R	R

### 1.6. EQUIPMENT AND CONSUMABLES DEPLOYMENT MATRIX

List of equipment, consumables and chemicals and machinery details that will be used in this contract.

EQUIPMENT AND CONSUMABLES: As per schedules attached:

Description	Unit Price	Quantity	Rate	Total Cost	
Category A (Equipment)					
Rope Access kits		3			
Rope Access Ropes		200			
10.5m Extension Ladder					
8.9m Extension Ladder		4			
4.5m Extension Ladder		3			
8ft A Frame Ladder		2			
4m Ladder Stage					
4m Extension Pole		3			
6m Extension pole		2			
Full Body Safety Belt		11			
Pressure Washer		1			

Bac Vac Vacuum Cleaners		2			
Window Cleaning Tool Sets		13			
Sign Boards		8			
Buckets		14			
Beacons		8			
Fall Arrest Helmets		10			
Extension Cords – 20m		2			
Medical Box		1			
Two-Way Radios					
Cherry Picker Hire		1			
		Sub Total			

## 1.7 Consumables

Description	Unit price	Quantity	Rate	Total Cost	
Category C (Consumables)					
Dust Masks		4 boxes			
Mutton Cloth		15			
Replacement Rubbers		30			
Mop Sleeves		96			
Ear plugs		1 box			
Goggles					
Brooms		3			
Mops		2			
Red Pads (pack of 10)					
Feather Dusters		20			
Chemical - Windows		16			
Chemical - Degreaser		4			
Chemical - Handy Andy		2			





	Sub Total			
--	-----------	--	--	--

- Please provide a fee breakdown in terms of human resource cost
- Failure to quote using rates that are compliant with gazetted minimum labour rates may lead to disqualification from further evaluation
- This fee will be inclusive of public holidays, weekends and overtime
- Payment will be subject to proven costs – monthly reconciliation of invoice to staff attendance
  - **\*Shift hours indicated here exclude break time**
  - **Hours per week are the service delivery time rendered to ACSA by the Contractor and not necessarily the total hours worked by the same shift of workers. ACSA has taken into consideration that total number of hours worked by a cleaner are regulated and capped.**
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational require**

#### 1.8. Servicing of Safety Systems

Maintenance Billing	UOM		Quantity	Unit cost	Total monthly fee (Pro rata monthly fee)
Servicing & Maintenance of the safety rails, trolley systems and anchor points systems.	Monthly		1		
Other: Specified by bidder	Monthly				
<b>Total</b>					

- The escalation will be in line with the annual sectorial determination rates
- Leave blank where non-applicable
- At contract end the outgoing service provider will be expected to pay severance pay
- An allowance for relievers must be made on the rate quoted

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. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider ***mandatory administrative, functionality/ Price and Preference, objective criteria***. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

3.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (If applicable)	Security Vetting

### 3.3 Mandatory Requirements (*\*Include any minimum requirements and the submission of proof.*)

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

3.1 Priced offer

3.2 Declaration of Interest Form and Politically Exposed Persons

3.3 SBD 4 Bidder's Disclosure Form

3.4 SBD 6.1 Preference Points Claim Form

3.5 Confidentiality and Non-Disclosure Agreement

3.6 Certification for working at heights.

**HIGH ACCESS CLEANING SERVICES****3.5 Functionality**

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

- 3.5.1. **Functionality Criteria** The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **72%** on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows:

<b>Sub criteria</b>	<b>Minimum Threshold</b>	<b>Max Score</b>
<b>Quality Score</b>		
Company Experience	5	10
Contactable References.	5	10
Company Registration	20	20
Contract Manager Experience	3	5
Contract Manager Qualification	4	5
Supervisor Experience	3	5
Supervisor Qualification	2	5
Fall Arrest Technicians	10	10
Rope Access Technicians	10	10
Operations & Management Plan	10	20
<b>TOTAL</b>	<b>72</b>	<b>100</b>

## HIGH ACCESS CLEANING SERVICES

## Functionality breakdown

Criteria Description	Minimum Threshold points	Maximum points
The Functionality portion will be evaluated as follows:		
<b>Company's Previous Experience</b>		
Points will be allocated to Bidders based on their years of experience in the undertaking electrical works of a similar scope and complexity. Proven experience must be demonstrated by means of a list of projects/sites where bidder provided the service. Appendix provided to be completed <ul style="list-style-type: none"> <li>1 - 2 2 points</li> <li>3 - 4 5 points</li> <li>5+ 10 points</li> </ul>	5	10
<b>Contactable References where works was executed</b>		
Provide contactable references where maintenance works were executed, completed in a similar environment since site visits may be considered. Landline and cell phone numbers with full names and surnames of all references must be provided. Appendix provided to be completed <ul style="list-style-type: none"> <li>1 - 2 2 points</li> <li>3 - 5 5 points</li> <li>6+ 10 points</li> </ul>	5	10
<b>Company Registration</b>		
Company to be registered with a relevant registered body (evidence to be provided by a valid certification)	20	20
<b>CONTRACT MANAGER EXPERIENCE</b> - Site Manager's years of experience (as Site Manager) in High Access Cleaning services environment <ul style="list-style-type: none"> <li>Less than 3 years = [0]</li> <li>3 to 5 years = [3]</li> <li>Greater than 5 years = [5]</li> </ul>	3	5
<b>CONTRACT MANAGER QUALIFICATION</b> - The Site Manager is required to possess the right level and/or mix of qualifications to ensure that the contract is managed impeccably. <ul style="list-style-type: none"> <li>Management/Supervisory skills training = [1]</li> <li>Occupational Health and Safety Training = [2] and</li> <li>Working at heights certificate = [2]</li> </ul>	4	5

**HIGH ACCESS CLEANING SERVICES**

Note: Scores are calculated cumulatively		
<p><b>SUPERVISOR EXPERIENCE</b>– Supervisor experience providing high access cleaning services to a site which is similar in nature and/or complexity as that of ACSA's operations.</p> <ul style="list-style-type: none"> <li>Less than 3 years = [0]</li> <li>3 to 5 years = [3]</li> <li>Greater than 5 years = [5]</li> </ul> <p><b>SUPERVISOR QUALIFICATION</b> - The Supervisor is required to possess the right level and/or mix of qualifications to ensure that the contract is managed impeccably.</p> <ul style="list-style-type: none"> <li>Management/Supervisory skills training = [1] and/or</li> <li>Occupational Health and Safety Training = [2]</li> <li>and</li> <li>Working at heights certificate = [2]</li> </ul> <p><i>Evidence: Bidders are required to complete the Summarised CVs for all key personnel and submit detailed copies of relevant CVs and certified copies of certificates and qualifications for resources</i></p>	<p>3</p> <p>2</p>	<p>5</p> <p>5</p>
<b>Staff Registration Fall Arrest</b>		
<p>All technicians to be accredited with valid Fall Arrest safety certificate. evidence of valid certificates to be provided</p> <ul style="list-style-type: none"> <li>All technicians to be certified in Fall Arrest.</li> </ul> <p>No certification 0 points Certification 10 points</p>	10	10
<b>Technician certification</b>		
<p>All Rope Access Technicians – To have minimum valid Level 1 and (Supervisor) Level 2 certifications (evidence to be provided)</p> <ul style="list-style-type: none"> <li>All technicians to be certified in Fall Arrest.</li> </ul> <p>No certification 0 points Certification 10 points</p>	10	10
<b>Operations and Management Plan</b>		
<p>Operations and Management Plan that should include the following:</p> <ul style="list-style-type: none"> <li>Resource plan 5 points</li> <li>Resource plan, equipment plan 10 points</li> <li>Resource plan, equipment plan &amp; management plan and equipment maintenance plan, fall arrest plan, industrial action plan 20 points.</li> </ul>	10	20

**HIGH ACCESS CLEANING SERVICES**

<b>TOTAL</b>	<b>72</b>	<b>100</b>

**3.5.2. Price and Preference**

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

**Evaluation of Preference**

ACSA will score specific goals out of 10 or 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Paste applicable goal here:

Specific Goals	Score	
	20	10
51% owned by Black male and Black women and Black youth and People living with disabilities	20	10
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	8
51% owned by Black male or Black women or Black youth or People living with disabilities	10	6
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	4
Other	0	0

**3.5.3. Objective Criteria**

**HIGH ACCESS CLEANING SERVICES**

3.5.3.1. In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks *etcetera*. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

**3.5.3.2. Prescribed objective criteria for this bid**

The objective criteria chosen and advanced in this RFPs are as follows:

3.5.3.2.1. The promotion of SMMEs.

## SECTION 4: RETURNABLE DOCUMENTS

### 4.1 Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not. The mandatory documents and information are as follows:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>Priced offer</i>	
<i>Declaration of Interest Form and Politically Exposed Persons</i>	
<i>SBD 4 Bidder's Disclosure Form</i>	
<i>SBD 6.1 Preference Points Claim Form</i>	
<i>SBD 6.2 Declaration for local content and production for PPPFA designated sectors (Not applicable)</i>	
<i>Confidentiality and Non-Disclosure Agreement</i>	
<i>Certification for working at heights</i>	

### 4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Verifiable medical certificate of report as proof of disability (For preference claims) (Not applicable)</i>	



**HIGH ACCESS CLEANING SERVICES**

<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management</i>	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>	
<i>Central Supplier Database Report (CSD)</i>	

**4.3 Validity of submitted information**

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

## SECTION 5: RETURNABLE DOCUMENTS

### 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

#### Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

#### 5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of  
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding  
entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

**HIGH ACCESS CLEANING SERVICES****PEP/DPIP Declaration**

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

**Declaration:**

I/We the undersigned \_\_\_\_\_ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

**HIGH ACCESS CLEANING SERVICES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**HIGH ACCESS CLEANING SERVICES****5. 2 BIDDER'S DISCLOSURE FORM SBD 4****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

\_\_\_\_\_

**HIGH ACCESS CLEANING SERVICES**

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**HIGH ACCESS CLEANING SERVICES**

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### **1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### **1.4 To be completed by the organ of state:**



**HIGH ACCESS CLEANING SERVICES**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20****or****90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P<sub>s</sub> = Points scored for price of tender under considerationP<sub>t</sub> = Price of tender under considerationP<sub>min</sub> = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20****or****90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P<sub>s</sub> = Points scored for price of tender under considerationP<sub>t</sub> = Price of tender under considerationP<sub>max</sub> = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated

**HIGH ACCESS CLEANING SERVICES**

in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) (Delete the columns that are not applicable as informed by the budget***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are

**HIGH ACCESS CLEANING SERVICES**

correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2 (*Not applicable*)**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**HIGH ACCESS CLEANING SERVICES**

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
xxxxx	xx%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



**HIGH ACCESS CLEANING SERVICES**

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

HIGH ACCESS CLEANING SERVICES

**Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

**("\_\_\_\_\_")**

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

**HIGH ACCESS CLEANING SERVICES**

- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
  - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
  - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
  - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
  - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;  
is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

**HIGH ACCESS CLEANING SERVICES**

For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

**2. INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

**3 USE OF CONFIDENTIAL INFORMATION**

**HIGH ACCESS CLEANING SERVICES**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

**4        NON-DISCLOSURE**

4.1        THE RECEIVING PARTY undertakes that –

4.1.1      it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2      it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3      it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.4      unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.5      the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2        Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

**5.        COPIES**

**HIGH ACCESS CLEANING SERVICES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

**6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the ***Mochaki.Monyela@airports.co.za***. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

**7. DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

**HIGH ACCESS CLEANING SERVICES**

8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
  - 8.1.1 to be proprietary to the disclosing party; and
  - 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

**HIGH ACCESS CLEANING SERVICES**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.



**HIGH ACCESS CLEANING SERVICES**

- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202**\_\_\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202**\_\_\_\_

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

the signatory warranting that s/he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

- 1. \_\_\_\_\_
  
- 2. \_\_\_\_\_

**FORM 5.6: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS**

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: \_\_\_\_\_

**1. Bidder's Name and Contract Details**

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Phone numbers:	
Email Address:	
Contact Person:	

**2. Proposal Certification**

We hereby submit a Proposal in respect of the provision of ad hoc high access cleaning services at Cape Town International Airport for a period of 05 years in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.

**HIGH ACCESS CLEANING SERVICES**

- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		202
-------------------------	--	-------------	--	--------	--	-----

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**TENDER REFERENCE NUMBER: CTIA7043/2022/RFP**

**TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF AD HOC HIGH-LEVEL CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR 5 YEARS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at CAPE TOWN INTERNATIONAL AIRPORT**

(Registration Number: 1993/004149/30)

**and .....**

(registration Number:.....)

**for THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF AD HOC HIGH LEVEL CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR 5 YEARS**

**Contents:**

**No of pages**

HIGH ACCESS CLEANING SERVICES

Part C1	Agreements & Contract Data	[•]
Part C2	Pricing Data	[•]
Part C3	Employer's Service Information	[•]
Part C4	Site Information	[•]

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Contents:	No of pages
C1.1 Contract cover page	[●]
C1.2 Form of Offer and Acceptance	[●]
C1.3 Contract Data provided by the Employer	[●]
C1.4 Contract Data provided by the Contractor	[●]

PART C2: PRICING DATA

Contents:	No of pages
C2 Pricing Data Option A	[•]



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Contents:	No of pages
C3 Employer's Service Information	[•]

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Contents:	No of pages
C4 Site Information	[•]

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**TENDER REFERENCE NUMBER: CTIA7043/2022/RFP**

**TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR  
FOR THE PROVISION OF AD HOC HIGH LEVEL CLEANING  
SERVICES FOR A PERIOD OF FIVE YEARS AT CAPE TOWN  
INTERNATIONAL AIRPORT FOR 5 YEARS**

## **C1.2 Form of Offer and Acceptance**

### **Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of

**THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF AD HOC HIGH LEVEL CLEANING SERVICES FOR A PERIOD OF FIVE YEARS AT CAPE TOWN INTERNATIONAL AIRPORT FOR 5 YEARS**

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

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

**HIGH ACCESS CLEANING SERVICES**

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in                words) .....  
.....Rand;

R.....(in figures)

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For        the  
tenderer:**

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

Date

**HIGH ACCESS CLEANING SERVICES****Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data or the Pricing Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

HIGH ACCESS CLEANING SERVICES

Capacity

for the  
Employer

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

HIGH ACCESS CLEANING SERVICES

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

**HIGH ACCESS CLEANING SERVICES**

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

Date

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

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

Date



C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013) <sup>3</sup>	
10.1	The <i>Employer</i> is (name):	<b>[Airport Company South Africa]</b>
	Address	<b>[Cape Town International Airport]</b>
	Tel No.	<b>[0219371200]</b>
10.1	The <i>Service Manager</i> is (name):	<b>[Anelisiwe Mayatula]</b>
	Address	<b>[Cape Town International Airport]</b>

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

	Tel	[+27 21 935 3832]
	e-mail	[Anelisiwe.Mayatula@airports.co.za]
11.2(2)	The Affected Property is	[Cape Town International Airport]
11.2(13)	The <i>service</i> is	[High Level Cleaning Services]
11.2(14)	The following matters will be included in the Risk Register	[OHS Act and New Construction Regulation compliance.]
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[1] week
2	<b>The Contractor's main responsibilities</b>	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[4] weeks of the Contract Date
3	<b>Time</b>	
30.1	The <i>starting date</i> is	[TBA]
30.2	The <i>service period</i> is	[Five Years From The Starting Date] or when contracted funds are depleted, whichever comes first.
4	<b>Testing and defects</b>	No data is required for this section of the conditions of contract
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	between the [15th] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand

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51.2	The period within which payments are made is	<b>[4] weeks.</b>
51.4	The <i>interest rate</i> is	<b>(i) [The prime lending rate] percent above the publicly quoted prime rate of interest charged by [Nedbank] Bank for amounts due in Rands and Cents</b>
6	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract</b>
	These are additional compensation events:	
		1 <b>[•]</b>
		2 <b>[•]</b>
7	<b>Use of Equipment Plant and Materials</b>	<b>No data is required for this section of the conditions of contract</b>
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. [Refer to part C1.3]</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>[Refer to Part C1.3]</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>[Refer to Part C1.3]</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>[Refer to Part C1.3]</b>
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>[Refer to Part C1.3]</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i>	

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Providing the Service for any one event is:

whatever the *Contractor* deems necessary in addition to that provided by the *Employer*

<b>83.1</b>	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)
<b>9</b>	<b>Termination</b>	No data is required for this section of the conditions of contract
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	Refer to Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[2] weeks.
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	[Johannesburg] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
<b>12</b>	<b>Data for secondary Option clauses</b>	

<b>X1</b>	<b>Price adjustment for inflation</b>	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract. Sectoral Determination and/or Bargaining Council labour rates will take effect as soon as they are published or gazetted.		
X1.1	The <i>base date</i> for indices is	[Sectoral Determination and/or Bargaining council labour rates will take effect as soon as they are published or gazetted ].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
<b>X2</b>	<b>Changes in the law</b>	No data is required for this section of the conditions of contract		
<b>X17</b>	<b>Low service damages</b>	<p>If the Contractor produces substandard work the Employer can</p> <ul style="list-style-type: none"> <li>-insist the Contractor to corrects the Defects to provide the quality specified in the service information</li> <li>-recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or</li> <li>- accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information</li> </ul>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil – Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	[The total of the Prices]		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	[The total of the Prices]		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	[The Contractor's total direct liability to the Employer for all matters arising under or in connection with this		

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in connection with this contract, other than the excluded matters, is limited to

contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

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

Loss of or damage to the Employer's property,

Defects liability,

Insurance liability to the extent of the Contractor's risks

death of or injury to a person;

infringement of an intellectual property right]

X18.5 The *end of liability date* is **[3] months after the end of the service period.**

**Z** The ***additional conditions of contract*** are

**AMENDMENTS TO THE CORE CLAUSES**

**Z1** Interpretation of the law

**Z1.1** **Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z2** **Providing the Service: Delete core clause 20.1 and replace with the following:**

**Z2.1** The *Contractor* provides the *service* in accordance with the *Service Information* and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

**Z4. Termination**

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

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

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

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

**Z5.2** The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

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

**Z6. 51.5** The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor’s failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
  - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

**AMENDMENTS TO THE SECONDARY OPTION CLAUSES**

**Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z7.1** A change in law is defined as:

**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such

**CLEANING SERVICES – REMOTE AREAS AND PARKADES**

modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z8. Performance Bond: The following amendments are made to clause X13:**

- Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.

- Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

**Z9. Limitation of liability: Insert the following new clause as Option X18.6:**

- Z9.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
- Z9.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

**ADDITIONAL Z CLAUSES**

**Z10. Cession, delegation and assignment**

- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

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

**Z11. Joint and several liability**



**CLEANING SERVICES – REMOTE AREAS AND PARKADES**

- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

**CLEANING SERVICES – REMOTE AREAS AND PARKADES**

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

**CLEANING SERVICES – REMOTE AREAS AND PARKADES**

- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z15.5.1** the *Contractor's service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17.** **Dispute resolution: The following amendments are made to Option W1:**
- Z16.1** **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z16.2** **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17** **Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.

**CLEANING SERVICES – REMOTE AREAS AND PARKADES****Safety****Z18****Z18.1**

The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

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

**Z18.2****Z18.2.1**

As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

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

**Z18.2.2**

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

**Z18.3****Z19 BBBEE and Tax Clearance Certificates****Z19.1**

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

**Z20 Communication****Z20.1**

The *Service Manager* requires 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

**Z20.2**

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

**Z21 Delegation**

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

**Z21.1**

As part of this contract the Contractor acknowledges 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 C1.3 Contract Data**

**Part two – Data provided by the *Contractor***

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Clause	Statement	Data
10.1	The Contractor is (Name):  Address:   Telephone No:  Email Address:	
	Represented by (Full Name):  Title:  Address:   Telephone No:  Email Address:	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>

---

Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"><li>• Existing Services</li><li>• Access to Site</li><li>• Delay in supply of material and/or equipment</li><li>• Progress of the works against the program</li><li>• Travelling public and ACSA stakeholders</li></ul>
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## Part C1: Agreements and Contract Data

### C1.3: Occupational Health and Safety Agreement

#### **OCCUPATIONAL HEALTH AND SAFETY MANDATORY 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 (ACSA) 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 (COID 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 "ACSA"**

**Physical Address:**

**Airport Company South Africa  
Cape Town International Airport**

**Hereinafter referred to as "Client"**

**Name of organisation:**

**Physical Address**

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

**MANDATARY'S MAIN SCOPE OF WORK*****Provision of High Level Cleaning Services for a Period of 5 years at the  
Cape Town International Airport***

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**1. Definitions**

- 1.1 "Mandatory" 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 ACSA;
- 1.3 "Parties" means ACSA 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 ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. 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.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. 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

## HIGH LEVEL CLEANING SERVICES

- Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
  6. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
  7. This Agreement shall be binding for all work the Mandatary undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
  8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

<b>THE UNDERTAKING</b>
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The Mandatary undertakes to comply with:

**2. REPORTING**

The Mandatary 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 Mandatary 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 will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 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**

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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 will 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

## HIGH LEVEL CLEANING SERVICES

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

## HIGH LEVEL CLEANING SERVICES

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 will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

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- 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 provide 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**



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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

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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 Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory 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 Mandatory 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 Mandatory 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 will be safe and without risks to health and safety when properly used.

## 22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly 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

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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 Mandatary 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 Mandatary and/or while any of the Mandatary's employees are present on the Client site.

**27. NON-COMPLIANCE WITH THE AGREEMENT**

If Mandatary 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 Mandatary 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 Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary 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.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the 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.
3. 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**

(Warrant his authority to sign)

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

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

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

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

**OHS ACT Appointment by Contractor**

In terms of the Occupational Health and Safety Act (1993) Section 37(2) I,

..... on behalf of .....

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by  
..... (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons on this contract observe them.

Title ..... Name .....

Signature .....

Date .....

**Countersigned by company official**

Title ..... Name .....



Signature .....

Date .....

**Part C1: Agreements and Contract Data****C1.4: ACSA Insurance Clauses****INSURANCE CLAUSES FOR OPEX CONTRACTS*****Summary of Terms and other Matters Applicable to Employer Provided Insurance*****Part 1:**

Notes to Schedule:

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

**Part 2:****ACSA Maintenance Contracts Insurance Clause.****Insurance Affected by the Employer.**

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

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- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
  - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
  - (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer
  - (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :
    - A. in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
    - B. complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
    - C. negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer..

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

**Insurance Affected by the Contractor.**

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

- a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.
  - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
    - A. be affected with Insurers and on terms approved by the Employer.
    - B. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
    - C. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
  - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may

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be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

**Sub-Contractors**

The Contractor shall:

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

**Part C1: Agreements and Contract Data****C1.5: ACSA Terms and Conditions of Bid**

This Request for Proposal (RFP) is open to all Bidders such as South African Registered businesses and firms based abroad. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFPs received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise ACSA may process a claim in terms of a performance bond provided for due fulfilment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP, then the RFP may be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

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ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.

ACSA reserves the right **to postpone the closing date for submission** of RFP s or to withdraw the RFP at any time.

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- Ensure that a proper procurement process was followed, and a PO number is obtained before any goods are delivered or services are rendered.
- The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier and will not be forwarded to the SSC for processing.
- Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered, or the service rendered.
- Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to [invoices.acsa@airports.co.za](mailto:invoices.acsa@airports.co.za). The original invoice should not be handed to business.
- Ensure that you obtain a reference number for your invoice submission as you would require this



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number for any future correspondence and as proof of submission.

- Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- Payment by means of Electronic funds transfers.
- At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques anymore.
- Invoices will be paid on the last working day of the month following the invoice date e.g. if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) in order to ensure that your payment is made on time.
- If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
  - o Email a copy of a cancelled cheque to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) as proof of your banking details
- The RFP Submission shall be in English.

**Binding Arbitration Provision**

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been

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issued.

- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

**RFP Acceptance**

- ACSA reserves the right to reject: -
  - a. Incomplete RFPs
  - b. Late RFPs
  - c. Conditional RFPs.
  - d. Non-compliant RFPs with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
  - ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
  - Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT		ACCEPT WITH AMENDEMENT/S		DO NOT ACCEPT	
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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
HIGH LEVEL CLEANING SERVICES  
BIDDING ENTITY

CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE NAME AND SURNAME:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**PART C2: PRICING DATA**  
**TSC3 Option A**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

## C2.1 Pricing assumptions: Option A

### The conditions of contract

#### How work is priced and assessed for payment

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

#### Identified and defined terms

11  
11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

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

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

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

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

#### Function of the Price List

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

#### Link to the Contractor's plan

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

### **Preparing the *price list***

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

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

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

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

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

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

### **Format of the *price list***

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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



**C2.2 the price list**

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

**Total contract value**

Period	Annual escalation	Rand value
Year 0 to 1	0%	R
Year 1 to 2	5%	R
Year 2 to 3	5%	R
Year 3 to 4	5%	R
Year 4 to 5	5%	R
<b>Total contract value for 5-year contract (to be carried to the Form of offer)</b>		

- Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Cleaning Cost Summary. The value must be carried down under period Year 0 to 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.
- Labor cost increases will be paid in line with government gazette rates.

**ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY**

<b>DESCRIPTION</b>	<b>UOM</b>	<b>TOTAL MONTHLY AMOUNT</b>	<b>TOTAL ANNUAL CONTRACT AMOUNT YEAR 1</b>
1.8. Permits/Induction costs	Yearly		R
1.9. Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.10. Uniforms costs* [specify replacement cycle in months]	Monthly	R	R
1.11. Management and administration personnel costs	Monthly	R	R
1.12. Window Cleaners and Abseilers Labour costs	Monthly	R	R
1.13. Equipment costs	Monthly	R	R
1.14. Chemicals & Consumables	Monthly	R	R
1.8. Servicing of Safety Systems	Monthly	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.
- 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, supplier increase letters etc.
- Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued.

## HIGH LEVEL CLEANING SERVICES

**2. Preliminary and Generals**

## 1.7. Permit Costs – At Cost

Description	UOM	Quantity	Rate	Total Amount Per annum
Personnel Permits	Per person	14	R343	R 4 802
Airside Induction Course (Staff Members for Cargo, Training Academy, and all perimeter gates in all shifts)	Per person	14	R650	R 9 100
All Supervisors and Managers and at least one office based senior management person who will attend scheduled meetings and inspections	Per person	2	R650	R 1 300
<b>Total</b>		14		R 15 202

- *The R650 is cost for Airside induction training and excludes ACSA Permit costs*
- *1<sup>st</sup> Payment will be released as a once of initiation fee based on proven costs, no mark-up to be added (Inception of contract)*
- *2<sup>nd</sup> Payment will be released at the 1<sup>st</sup> renewal of permits (End of year 2)*
- *3<sup>rd</sup> Payment will be released at the 2<sup>nd</sup> renewal of permits (End of year 4)*
- *\*Permit prices are subject to change. Latest prices are attached in the annexure. Bidders can contact Permit Office to confirm latest pricing for permits*
- *Bidders to contact Permit Office to confirm pricing for permits*
- *\*\*The vehicle to be deployed on the contract shall not be older than 5 years. ACSA does not issues permits for vehicles older than 5 years*
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

## HIGH LEVEL CLEANING SERVICES

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

Please state the management fee as percentage of total contract value .....%. Absolute value, R.....

Administration activity and/or Overheads/expenses	UOM	Quantity	Unit cost	Total monthly fee
Insurance	Monthly	1	R	R
Safety file	Once off	1	R	R
Fee for OHS requirements	Once off	1	R	R
Biometric time and attendance system (Remote areas to be covered)	Monthly	1	R	R
Medicals	Yearly	No	R	R
Other: Specified by bidder			R	R
<b>Total</b>			<b>R</b>	<b>R</b>

- Please provide a management fee breakdown in terms of related direct/indirect overheads and expenses
- #Please provide the equivalent (Pro Rata) monthly charge
- Payment for Safety File is once off for the contract
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

## HIGH LEVEL CLEANING SERVICES

1.9. Uniforms – Monthly (replacement cycle in months\* \_\_\_\_\_) (every 25 months)

	UOM	Quantity	Unit cost	Total monthly fee#
Window Cleaners and Abseilers (Fall Arrest Technicians)	No	9	R	R
Management Staff (Contract Manager)	No	1	R	R
Supervisor	No	1	R	R
Rope Access Technicians	No	3	R	R
<b>Total</b>		14	<b>R</b>	<b>R</b>

- *\*Please use the replacement cycle specified i.e. 2 pairs per person every 25 months*
- *There are other areas that will require a shorter replacement cycle e.g. outside areas*
- *The uniform design and fabric will require ACSA approval*
- *#Please provide the equivalent (Pro Rata) monthly charge*
- *Please allow for relievers in calculation of the number of uniforms*
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

## HIGH LEVEL CLEANING SERVICES

## 1.10. Management &amp; Administration Personnel

Description of management/ administration resource type	Hours per month per resource (Measured in Rate per hour)	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
Contract Manager	173.2			1	R	R
Supervisor	173.2			1	R	R
Rope Access Technicians	173.2			3	R	R
Other					R	R
<b>Total</b>					<b>R</b>	<b>R</b>

- Please provide a management and administration cost breakdown in terms of human resource cost
- This fee will be inclusive of public holidays, weekends and overtime and night shift allowance for night shift workers
- Payment will be subject to proven costs
- \*On every call out there must be a senior duty manager on site, who can either be the Site Manager or someone senior from Operations Office
- There should always be a full staff compliment for the work request. The airport operates 24 hours a day and 7 days a week. The onus will be upon the service provider to ensure that the shift is serviced without employees working overtime
- **PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

## HIGH LEVEL CLEANING SERVICES

**Window Cleaners and Abseilers**

1.11. Window Cleaners and Abseilers Labour Costs (please apply the hourly rate from table 1.5.1 - Cleaning Service Labour Rate breakdown)

Description of window cleaning/ abseilers resource type	Hours per month per resource (Measured in Rate per hour)	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
Fall Arrest Technicians	173.2				3	R	R
						R	R
<b>Total</b>						R	R

## 1.12. EQUIPMENT AND CONSUMABLES DEPLOYMENT MATRIX

List of equipment, consumables and chemicals and machinery details that will be used in this contract.

EQUIPMENT AND CONSUMABLES : As per schedules attached:

Description	Unit Price	Quantity	Rate	Total Cost	
Category A (Equipment)					
Rope Access kits		3			
Rope Access Ropes		200			
10.5m Extension Ladder					
8.9m Extension Ladder		4			
4.5m Extension Ladder		3			
8ft A Frame Ladder		2			
4m Ladder Stage					
4m Extension Pole		3			
6m Extension pole		2			
Full Body Safety Belt		11			
Pressure Washer		1			
Bac Vac Vacuum Cleaners		2			

Window Cleaning Tool Sets		13			
Sign Boards		8			
Buckets		14			
Beacons		8			
Fall Arrest Helmets		10			
Extension Cords – 20m		2			
Medical Box		1			
Two-Way Radios					
Cherry Picker Hire		1			
		Sub Total			

#### 1.7 Consumables

Description	Unit price	Quantity	Rate	Total Cost	
Category C (Consumables)					
Dust Masks		4 boxes			
Mutton Cloth		15			
Replacement Rubbers		30			
Mop Sleeves		96			
Ear plugs		1 box			
Goggles					
Brooms		3			
Mops		2			
Red Pads (pack of 10)					
Feather Dusters		20			
Chemical - Windows		16			
Chemical - Degreaser		4			
Chemical - Handy Andy		2			
		Sub Total			

- Please provide a fee breakdown in terms of human resource cost



## HIGH LEVEL CLEANING SERVICES

- *Failure to quote using rates that are compliant with gazetted minimum labour rates may lead to disqualification from further evaluation*
- *This fee will be inclusive of public holidays, weekends and overtime*
- *Payment will be subject to proven costs – monthly reconciliation of invoice to staff attendance*
  - ***\*Shift hours indicated here exclude break time***
  - ***Hours per week are the service delivery time rendered to ACSA by the Contractor and not necessarily the total hours worked by the same shift of workers. ACSA has taken into consideration that total number of hours worked by a cleaner are regulated and capped.***
- **\*PLEASE NOTE \*ACSA reserves the right to revise the number of staff requirements in line with changing operational require**

### 1.8. Servicing of Safety Systems

Maintenance Billing	UOM		Quantity	Unit cost	Total monthly fee (Pro rata monthly fee)
Servicing & Maintenance of the safety rails, trolley systems and anchor points systems.	Monthly		1		
Other: Specified by bidder	Monthly				
<b>Total</b>					

- *The escalation will be in line with the annual sectorial determination rates*
- *Leave blank where non-applicable*
- *At contract end the outgoing service provider will be expected to pay severance pay*
- *An allowance for relievers must be made on the rate quoted*

### Part C3: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
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	Total number of pages	



### C3: Employer's Service Information

## PART C3: EMPLOYER'S SERVICE INFORMATION

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## Description of the service

### Executive overview

#### SCOPE OF WORKS

To provide for a comprehensive and specialised High-level window cleaning Services as and when required at Airports Company South Africa - Cape Town International

### Employer's requirements for the service

Quality of Work: Windows shall be washed clean and free of streaks, smears and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by the building representative. Windowsills shall be washed clean and all drippings wiped dry.

All equipment and supplies used must be capable of performing all operations in accordance with specifications.

Areas to be serviced: As per the negotiated scheduled. See as attached.

Area:	Work Specification	Location	Frequency
Terminal 2 Departures	The damp wiping of the external steel structures underneath	External	
	The bussing gate canopy.		
	Cleaning all exterior facing windows inside only above 3m.	Internal	
	The dusting of the upper level canopy above bussing gate exits. (TV's)	Internal	
	Cleaning of the partition glass at the lift area.		
	The dusting of the light covers plus the cleaning of the light covers between the escalators on the upper level at the Premier Lounge	Internal	
	Cleaning of the Premier lounge windows outside only.		
	Damp wiping of the square shaped white metal structures and	Internal	
	tubing at the lift area.		

	Cleaning of the metal structures underneath the staircase.	Internal	
	Cleaning of the lift shaft glass facades and metal structures		
	outside only.	Internal	
	Cleaning of the lift shaft glass facades inside, cleaning of the	Internal	
	lift car glass, metal structures and pit of the lift shaft.		
	Dusting and damp wiping of the side staircase metal ledges	Internal	
	and glass façade ledges		
International Mezzanine	Cleaning all exterior facing upper level windows inside only.	Internal	
(Boarding Lounge)	The dusting of the upper level hanging light fittings	Internal	
	The dusting / damp wiping of the upper level white steel struct.	Internal	
	Dusting / damp wiping of the shop front signage.	Internal	
(Boarding Lounge)	Dusting / damp wiping of the glass canopies of the mobile shops	Internal	
	Dusting of the middle passage airconditioning covers and light fittings.	Internal	
	Cleaning all exterior facing glass facades behind the duty free shops outside only.	Internal	
	The cleaning of the light fittings, back air-conditioning ducting and upper level metal structures to be cleaned after hours.	Internal	
	Tennant to remove displays, security to be arranged by ACSA		



	Cleaning of all windows in new Bidvest lounge and Emirates	External	
Immigration Departures	Cleaning all exterior facing upper level office windows outside only.	Internal	
Terminal 2 Landside	Dusting above the counter tops and ledges.	Internal	
International Airside	Cleaning all exterior facing windows outside only, plus the cleaning of the box window sills.	Internal	
	The washing of the airside white cladding facades.	External	
	The cleaning of the canopy glass both inside and out.	Internal	
	The damp wiping of the canopy glass steel structures.	Internal	
	Cleaning of the air bridge glass outside only, cleaning of the air bridge white cladding facades.	Internal	
	The Pressure washing of the airside louvers and metal structures	Internal	
Bussing gates area	Cleaning of the external canopy and roof structure	External	
SAA Building	Cleaning all exterior facing windows outside only.	External	
	Cleaning all exterior facing skylight glass facades outside only	External	
Foxtrot 8	Cleaning all exterior facing windows outside only. (Dros)	External	
Airside Safety	Cleaning all exterior facing windows outside only.	External	
	To the pressure washing of the external louvers, silver partitions,		
	light fittings and metal structures		
SOB Building	Cleaning all exterior facing windows outside only.	External	

	Cleaning in and out of the entrance glass facades plus the	External	
	damp wiping of the internal entrance metal structures.		
	Cleaning of the lift shaft glass, lift cars, the damp wiping of	Internal	
	The lift metal structures and the cleaning of the lift pit.		
	Cleaning the exterior facades of the reception area upper level office glass.	Internal	
	Cleaning of the upper level glass facades behind the lift area Inside only plus the damp wiping of the tile ledge.	Internal	
SOB Building	The dusting of the internal metal louvers above the glass facades.	Internal and External	
	Dusting of the internal reception hanging structure.	Internal	
	The damp wiping of the internal reception staircase metal Bulkheads.	Internal	
	Cleaning of the metal structure landings underneath the staircase.	Internal	
	Dusting of the internal upper level light fittings.	Internal	
	Cleaning of the passage glass above the doors inside and out plus the cleaning of the upper level glass above the ground	Internal	
	All the office windows outside only.	External	
	Cleaning of the entrance circular door canopy both inside and out.	Internal	
	The dusting of the internal conference room ceiling extraction Covers	Internal	
MSP 1	Cleaning all exterior facing windows outside only, cleaning of the skylight glass facades outside only.	External	

	Cleaning of the external ground floor canopy glass facades outside only.	External	
	To the washing of the external louvers of the roadside.	External	
	Cleaning of all louvers and related structures.	External	
MSP 2	Cleaning all exterior facing windows outside only, cleaning of the skylight glass facades outside only.	External	
	Cleaning of the external ground floor canopy glass facades outside	External	
	Cleaning of all louvers and related structures.	External	
Domestic Main Entrance	Cleaning all exterior facing windows outside only.	External	
Landside Ground Floor	The dusting / brushing of the upper level air vent louvers above the glass facades	External	
Main Roadside - CTB	The dusting / brushing of the upper level air vent louvers above the glass facades	External and Internal	
Lower Level	The dusting of the upper level air-conditioning ducting units of the roadside	External	
	Cleaning all exterior facing windows inside only.	External	
	To the dusting of the internal ground floor v shape main concrete support beams.	Internal	
	Cleaning of the 2 lift shaft glass facades outside only.	Internal	
	Cleaning of the 2 lift shaft glass facades inside, cleaning of the metal structures, lift shaft car and the sweeping of the pit	Internal	
	Cleaning of the side escalator facades externally, cleaning of the side escalator glass partitions outer face.	Internal	
	Cleaning of the Airline Office glass facades outside only.	External	
CTB	Cleaning all exterior facing windows outside only.	External	

	The dusting / brushing of the upper level air vent louvers above the glass facades	Internal	
	To the washing of external upper level silver alubond facades of the roadside. - Perimeter façade	External	
	Cleaning all exterior facing windows inside only.	Internal	
	Cleaning of the lift shaft glass facades outside only.	Internal	
	Cleaning of all the lift shaft glass facades inside, cleaning of the metal structures, lift shaft car and the sweeping of the pit.	Internal	
	Cleaning of the side escalator facades externally, cleaning of the side escalator glass partitions outer face.	Internal	
	The dusting of the internal upper level hanging light fittings / speakers	Internal	
	The dusting / damp wiping of the vertical air-conditioning units and covers, dusting of the slanted metal support structures. (columns)	Internal	
	To the dusting of the Internal Ceiling Circular Piping structures of the CPU Hall.	Internal	
	Cleaning all exterior facing roof glass facades outside only.	External	
	North		
	South		
	East		
	West		
	Cleaning all exterior facing roof glass facades inside only.	Internal	
	North		
	South		
	East		

	West		
	Dusting / damp wiping of the upper level T.V displays of the Airline Check in counters.	Internal	
	Cleaning all exterior facing upper level office glass facades outside only.	Internal	
	Cleaning all exterior facing airside glass facades inside only.	Internal	
	Cleaning all exterior facing side wall glass facades outside only.	External	
	Cleaning all exterior facing side wall glass facades inside only.	Internal	
	Cleaning all exterior facing internal upper level office glass facades inside only.	Internal	
	Cleaning of the 3 floor lift shaft glass facades inside and out	Internal	
	Cleaning of the Internal glazing curtain walling facing the check in counters	Internal	
	Cleaning of the Internal glazing curtain walling facing the business lounges	Internal	
Upper and Lower road area's to CTB	Cleaning of all cladding	Internal/ External	
Air bridges A3 – A12	ALL AIRBRIDGES		
Air bridge's	The dusting / damp wiping of the grey bulkheads of all Air bridges	External	
	Cleaning of the air bridge glass outside only, cleaning of the air bridge white cladding facades.		
	Cleaning of cladding to all Air-bridges		

Remote Areas			
Shall include:			
Oval Office	Cleaning all exterior facing windows outside only.		
	Dusting of the internal reception.		
	Cleaning of the glass panels		
	Cleaning of the lift shaft glass, lift cars, the damp wiping of		
	The lift metal structures and the cleaning of the lift pit.		
	Cleaning of the internal upper level reception office glass.		
	Cleaning of all interior facing windows above 3m.		
Fire station	Cleaning of all external and internal glazing above 3m in height.		
	Cleaning of all ledges and bulk-heads above 3m in height- external and internal.		
	Cleaning of all internal and external cladding above 3m in height.		
	Cleaning of all internal and external Metal structures above 3m in height.		
Power and lighting	Cleaning of all external and internal glazing above 3m in height		
	Cleaning of all ledges and bulk-heads above 3m in height- external and internal		
	Cleaning of all louvers and ledges to diesel rooms.		

	Cleaning of all internal and external cladding above 3m in height		
	Cleaning of all internal and external metal structures above 3m in height		
Motorised equipment	<p>The contractor is to maintain and manage all motorised and non motorised equipment used for cleaning of the external window glazing. The maintenance shall be according the OEM manual and as specified by the manufacturer.</p> <p>Maintenance schedules and completed maintenance reports to be provided to ACSA via the service provider.</p> <p>Adherence to the required maintenance as per OEM shall be the responsibility of the contractor.</p>	External	As per the Operators Manual (OEM)

## Service Level Agreement

### Objective

The objective of this contract is to procure the services of a maintenance Contractor who will partner with Airports Company South Africa Limited, Cape Town International Airport (ACSA CTIA), to ensure sustained levels of world class infrastructure serviceability. At the same time the company would be encouraged to comply with ACSA's Broad-Based Black Economic Empowerment (B-BBEE) strategic objectives.

The objective is also to maintain all the high level windows and high level infrastructure as per the scope, serviceability installed equipment at CTIA in a sustainable manner at the lowest operating (but yet effective) and maintenance costs while also ensuring compliance to general safety and aviation related legislation and also improving the general condition/ appearance of the facility.

### Operational hours

Normal airport operational hours shall be from 07h00 to 16h00 for every day of the year. Maintenance repairs that impact on airport operations shall be arranged as night shift work.

### Human resources

The following minimum standards shall apply to resourcing:

1. Regarding a first line response to a defect. Taking into account current airport access control infrastructure and security arrangements and taking into account the physical layout of the airport, the Contractor shall ensure a sufficient quantity and effective positioning of staff in order to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff complement shall be sufficient to perform all required preventative and corrective maintenance for each month and shall be sent to the contract manager daily reflecting the actual complement.
3. During operational hours, the Contractor shall have sufficient personnel on-site to successfully attend to at least three simultaneous defects.
4. During operational hours, the Contractor shall have at least two senior person who:
  - a) Is suitably qualified and experienced to resolve defects of an urgent nature
  - b) Is suitably qualified and experienced to perform high level cleaning and regularities.
  - c) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during emergency repair situations and is able to successfully interact with airport operational staff and airport management.
5. The Contractor shall assume responsibility for resolving any defect, repair or replacement required.
6. As part of his duties the Contractor:
  - a) Shall ensure that other faults/issues outside the scope of this contract, but impacting on the infrastructure are expedited with the relevant persons. [Reported to Helpdesk on ext.1257]
  - b) Shall submit reports to the ACSA Service Manager regarding the cause and resolution of faults within 48 hours of each eventuality.

### Staff qualifications



It is noted that ACSA do not list the formal qualifications required under this contract. It will always remain the Tenderer's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in roistering staff.

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

ACSA reserves a right to observe all statutory conditions of Employment as to wages and other contributions and hours of work for everyone who have been employed to this contract .

#### Performance benchmarks

The following shall be the minimum performance benchmarks for this contract:

The Contractor must comply and respond to the following:

Item	Benchmark*
High level cleaning	Resolution of all defects and repairs in compliance to the service Level Agreement.

\*Compliance to benchmarks will be calculated on a monthly average. The total operational hours for the respective month shall be used as a guide. The only exceptions will be defects due to mains electricity, water supply failures, or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above defects shall be dispatched from the ACSA IMC (Infrastructure Monitoring and Control department) / Helpdesk at (021) 937 1257

Conversely once the problem has been resolved the contractor will advise the IMC (Infrastructure Monitoring and Control department) / Helpdesk at (021) 937 1257.

#### Performance Measures

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

An availability target of 99.5% on equipment maintenance and its related components is expected on a monthly basis.

These KPI's will be verified and reviewed 3 monthly after operation.

#### Service Level Agreements

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

#### Response Times

100% of all defects shall be responded to within 15 minutes for onsite team – Monday to Sunday. Response time shall be measured as the time taken from reporting the call, to the contractor arriving at the relevant defect.

100% of all after hour breakdowns shall be responded to within 45 minutes. Response time shall be measured as the time taken from reporting the call, to the contractor arriving at the relevant piece of equipment.

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

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

The Contractor is to comply with all aspects of this contract document also providing ACSA with the various cleaning options that will ensure the highest maintenance standards, professionalism, management systems, diligence in human resourcing and automation. At the same time showing innovation and large cost savings effected to ACSA. The CONTRACTOR is to ensure that equipment are placed in each zone and to demonstrate how cleaning will be conducted, the number of personnel required in operating a machine, the number of staff required for other tasks who do not operate machines, and the number of relieving staff required in maintaining this contract.

The contractor is to indicate all the hi-level cleaning requirements and frequencies of high level cleaning / maintenance. The Contractor is to provide ACSA with alternate options with regard to the high level cleaning of Cape Town International Airport Service Level Agreement

#### 8. Maintenance History:

The Contractor is to ensure that proper records of equipment,

Consumables, consumption, inspection lists and staff attendance registers are maintained. Should ACSA require any records it must immediately be made available. Should the CONTRACTOR require any documentation off the CTIA site, this is to be done in writing to the Contracts Manager 3 days prior to the removal of such document.

It will be a requirement that a monthly report be submitted 3 days before the end of the month, indicating the daily resource and equipment deployment for the month, non-conformances and actions taken, adhoc costs, costs depicting the monthly contract fee and consumables allocation per facility with costing and walk-down findings with actions taken.

Continual improvement: This contract encourages the analysis of operations, to identify deficiencies, to introduce new technologies and provide proposals to ACSA CTIA. Proposals are to be implemented once approved by ACSA CTIA management. ACSA CTIA hereby requested that the Contractor will propose and advise on cost savings initiatives on equipment and consumables but not compromising on quality.

#### 9. Closure Duration

##### 9.1 Definition

Closure duration is defined as the time elapsed since the maintenance call was logged at the Helpdesk to the time the Contractor reports to the Helpdesk that the problem has been resolved.

#### 10. Safety and Housekeeping

##### 10.1 Definition

It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities.

#### 11. Benchmarks

No more than 3 minor or 1 major infringements will be allowed within a 4-month period.

A major infringement is defined as any occasion where any person has or could have been injured as a direct consequence of the Contractor's negligence, a situation whereby ACSA property and equipment have been damaged or could have been as a direct consequence of the Contractor's negligence, a situation whereby the Contractor have incorrectly billed or provided inaccurate information wrt consumables usage and resource allocation at the airport. Any incident of a lesser nature is defined as a minor incident. The employer's representative will notify the Contractor of any infringement in a written notification detailed in Appendix M.

## 10. PENALTY AND INCENTIVE SCHEME

### 10.1 PENALTY

#### Penalty scheme

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

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

This addendum may not be terminated for convenience. Only in the event where this penalty and incentive scheme becomes an issue of continuous conflict between parties, may it be terminated by either party giving the other 60 days written notice, without such action impacting on any of the other contract conditions.

#### 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.

#### Notification of penalties

The employer's representative will notify the Contractor in writing of any penalties and also via a non-conformance.

Example: leaving moving machinery exposed or smoking in an undesignated area)

#### 10.1.1 Failure to Meet Service Levels

a) Response time: Non-compliance to contracted response times for 2 consecutive situations will result in third warning being a R5000 penalty being instated against the CONTRACTOR.

b) Closure duration: Consistent non-compliance to contracted response times for closure of calls for 2 consecutive situations will result in the third warning being a R5000 penalty being instated against the CONTRACTOR.

c) Defect free period: Any corrective work resulting directly from defective workmanship will be the responsibility of the Contractor also including all subcontracted work. Where the Contractor fails to correct the defect within 12 hours ACSA reserves the right to use an alternative Contractor, the cost of which will be withheld from outstanding invoiced amounts.

d) Safety and housekeeping:

An infringement which impacts health and safety will result in a five thousand rand (R5000) penalty against the Contractor.

The second infringement will result in a two percent (2%) penalty and for all consecutive infringements within a span of one month a five percent (5%) penalty against the monthly contract fee will apply. Should a specific individual be guilty of an infringement affecting health, safety and environmental legislation, ACSA reserves right to instruct the Contractor to remove the individual from site?

An infringement affecting health, safety and environmental legislation could also result in ACSA withdrawing the contract depending on the resultant situation at ACSA's discretion.

e) Non-compliance to agreed routine and adhoc services to be provided:

The first warning will be a written warning in the form of a non-compliance; every consecutive non-compliance will result in a penalty of R5000. If the situation persists after 3 non-conformances of the same nature the 3rd non-conformance will be 5% of the monthly contract fee.

10.1.2 Notification of penalties

The employer's representative will notify the Contractor in writing of any penalties and also via a non-conformance.

Penalties applicable:

Health and Safety

Safety file less than 100% compliance;

1st offence would result in a non-conformance

2nd offence would result in a non-conformance and a warning.

3rd offence would result in a non-conformance and a penalty of R5000.

Safety infringement (for Poor housekeeping):

1st offence would result in a non-conformance

2nd offence would result in a non-conformance and a warning.

3rd offence would result in a non-conformance and a penalty of R1000.

Operations:

The below mentioned penalties would apply to below mentioned operational non-conformance's.

1st offence would result in a non-conformance

2nd offence would result in a non-conformance and a warning.

3rd offence would result in a non-conformance and a penalty of R5000.

#### Cancellation of contract

Services will be outsourced to another suitable service provider if the Contractor does not respond in terms of execution within 5 working days

The above mentioned penalties would apply to below mentioned operational non-conformance.

Non execution of proposed maintenance.

Equipment not replaced timeously.

Poor reporting and execution of maintenance not in conformance with OEM and SANS standards.

Inadequate signage and barricading of works which poses a risk to adjacent infrastructure, people and vehicles.

Not communicating to the ACSA representative regarding the executing of works.

Not responding as per service level agreement respond times.

Insufficient staff defer from the contract.

Mixing of chemicals and use of chemicals that are not SABS/SANS approved.

Improper uniform worn and not adhering to Health and Safety.

Cancellation of the contract would occur if services as per the contract scope of works cannot be delivered any longer.

Cancellation of the contract would occur if services as per the Scope works within the contract cannot be delivered within 2 weeks.

#### IMPROVEMENT INITIATIVES

ACSA, CTIA, encourages a practise of continual improvement and will welcome any proposal that will reduce the incidence of specific problems or occurrences improve work methodologies and also are of financial benefit to the organisation.

Feather Awards (Annual Contractors/ service provider's awards)

The Feather awards will be awarded on the following basis:

Percentage call requests closed within the month within the required contract times.

Response time and closure to critical calls.

Response time and closure to important calls.

Closure of non-critical and important calls

Quality of workmanship including that of sub-Contractors.

Safety and housekeeping.

Responding to requests.

Customer/client focus.

100% projects met on deadline.

100% uniform compliance.

Absenteeism.

Overall Cleanliness rating.

Condition of equipment.

Adherence to wearing uniform.

Downtime of equipment.

Non-conformances received.

Continued operations improvement initiatives.

### Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CTIA	CAPE TOWN INTERNATIONAL AIRPORT
ACSA	AIRPORT COMPANY SOUTH AFRICA
SOB	SOUTHERN OFFICE BLOCK

### Management strategy and start up.

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

The contractor to develop a work plan in line with the broad outline of the service and how to ensure that the

service will be provided with quality and expected standard as outlined in the scope of work. The Contractor is to comply with all aspects of this contract document also providing ACSA with the various cleaning options that will ensure the highest maintenance standards, professionalism, management systems, diligence in human resourcing and automation. At the same time showing innovation and large cost savings effected to ACSA. The CONTRACTOR is to ensure that equipment are placed in each zone and to demonstrate how cleaning will be conducted, the number of personnel required in operating a machine, the number of staff required for other tasks who do not operate machines, and the number of relieving staff required in maintaining this contract.

The minimum high level cleaning activities are detailed in Appendix A. The contractor is to indicate all the hi-level cleaning requirements and frequencies of high level cleaning / maintenance. The Contractor is to provide ACSA with alternate options with regard to the high level cleaning of Cape Town International Airport.

### Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on 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. There will be minutes kept for this meeting for record purposes.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on the last Thursday of the month at 11:h00	SOB 1st floor building maintenance office	Employer and Contractor
Overall contract progress and feedback	Monthly on last Thursday of the month at 11:h00	SOB 1st floor building maintenance office	Employer and Contractor

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

The Contractor to include organogram of management, supervision and key people of the contract..

### Provision of bonds and guarantees

The Service Provider hereby warrants and represents to the Company that, as at the Effective Date:

It shall carry out the Services and all its duties and obligations arising in terms of this Agreement in accordance with the Best Industry Practice. Without derogating from the generality of the foregoing, the Service Provider shall assign performance of the Services to personnel having the skills, experience and expertise, capacity and

knowledge required to perform the Services; it shall not engage in any activities that would detract from the proper performance of its obligations and duties under this Agreement;

it shall use its reasonable endeavours to avoid any material conflict between its interests and those of the Company and, where such conflict is unavoidable, will disclose the details of such conflict to the Company; it has adequate facilities to comply with its obligations hereunder;

it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein; it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement; it has the capacity and power to provide the representations, warranties and undertakings contained in this Agreement;

the provisions of this Agreement are and shall remain legally binding on the Service Provider and the obligations imposed on it pursuant to this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms;

The execution of this Agreement and performance of its obligations hereunder does not and shall not:

Contravene any Applicable Law; or

Contravene any provision of its constitutional documents; or

conflict with, or result in a breach of any of the terms of, or constitute a default under any agreement or other instrument to which it is a party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound,

So as to prevent it from performing its obligations under this Agreement;

It shall provide the Services under this Agreement: in a cost-effective manner; in a manner which ensures that the Company receives "value for money"; and in a manner such that the provision of the Services assists the Company to prevent unauthorised, irregular and fruitless and wasteful expenditure for the Company and assists the Company to prevent the procuring of the Services by the Company being a breach of the PFMA; all information provided by the Service Provider to the Company in relation to this Agreement or the Services shall be accurate in all respect; and upon provision the Services to the Company, the Services shall meet the Specifications

### **Documentation control**

The contractor will submit maintenance and inspection reports after each service.

All contractual communications will be in the form of properly compiled letters or forms attached to

Emails and not as a message in the e mail itself.

### **Invoicing and payment**

The contractor will submit financial statement on monthly basis.

On the last day of each month, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:



- amount due in respect of VAT;
- The Service Provider's VAT registration number;
- Such additional information and/or documentation as the Company may reasonably require from time to time;

Payment will take place within 20 (twenty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in Annexure A (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this

Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for

The net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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

The Contractor shall address the tax invoice to

\_\_\_The Contract Manager\_\_\_\_\_

And include on each invoice the following information:

Name and address of the Contractor and the Service Manager;

The contract number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(Add other as required)

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

### Contract change management

N/A

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

N/A
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**Insurance provided by the Employer**

As per Part C1.4
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**Training workshops and technology transfer**

A Contractor is expected to conduct extensive training to the staff as required in order for them to perform their duties effectively.
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**Design and supply of Equipment**

<p>The Contractor ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.</p>
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<p>The Contractor grants to the Employer, with effect from the starting date or, in the case of documents or other matters not yet in existence, with effect from the creation thereof (and notwithstanding the Completion or termination of this contract), an irrevocable royalty-free non-exclusive license to use all of the documents provided to Provide the Services (including, but not limited to calculations, computer programmes and other software, drawings, manuals, models and other documents of a technical nature), for any purpose whatsoever, including for the purpose of operating, repairing, maintaining, dismantling, re-assembling and making adjustments to all parts of the Services. The Contractor procures that each Subcontractor executes all and any further documents and takes all and any other actions as may be required in order to give effect to this license</p>
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**Things provided at the end of the service period for the Employer's use**
**Equipment**

N/A
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**Information and other things**

N/A
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**Management of work done by Task Order**

Particular / generic specifications
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All work shall conform to all relevant SANS standards, SABS, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

#### Planning and programming

All maintenance work shall be scheduled and a roster presented to the Service Manager at the end of the preceding month. All work will be scheduled to accommodate and not to interfere with normal airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

The Contractor shall roster scheduled preventative maintenance activities 3 months in advance. A minimum of one full shift per week for a full maintenance team must be left unscheduled and must be utilised for bringing any work that fell behind due to non-scheduled and/or breakdown maintenance up to date.

During operational hours, down-time of equipment for breakdown/emergency maintenance shall be arranged with the Contract Manager to suit airport operations. Normal airport operational hours may be amended by the Operations Manager from time to time.

Maintenance teams will attend to all scheduled maintenance as well as emergency breakdowns. As a result, night work and weekend will be unavoidable and the Contractor should price accordingly.

The Contractor may not utilise rostered maintenance staff for any other work than that as specifically required under this Contract. This implies that staff dedicated to this contract will not be utilised for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should ACSA benefit by the arrangement.

## Health and safety, the environment and quality assurance

### Health and safety risk management

The Service Provider shall:

comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and

Use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 0 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

Safety Check List for Contractors –

As Per ACSA Contractors OHS Act requirements

Contractor: .....

Duration of the Contract: 5 years

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE file
4.	Letters of Appointments  16.2 – Assistant CEO – OHS Act  CR 8.1 Construction Manager  CR 8.7 Construction Supervisor  CR 9(1) Risk Assessor  GAR9(2) Incident Investigator  ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE file
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		

11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

#### **Environmental constraints and management**

A contractor is to have a valid permit to access all areas of work based on request

#### **Quality assurance requirements**

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. Emphasis must be on improving system reliability and on ensuring that roistered maintenance work is indeed performed as and when required.

#### **Procurement**

No work should be executed without a Purchase Order.

#### **People**

##### **Minimum requirements of people employed**

It is noted that ACSA do not list the formal qualifications required under this contract. It will always remain the Tenderer's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in roistering staff.

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

#### **BBBEE and preferencing scheme**

N/A

#### **Subcontracting**

##### **Preferred subcontractors**

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

#### Requirements when Subcontracting

Please be specific when subcontracting of the following:

The name of the subcontractor

What tasks are they subcontracted for.

Please also attach CV's under human resources of the personnel the subcontractor will deploy to perform those tasks for this Maintenance Contract.

#### Subcontract documentation, and assessment of subcontract tenders

N/A

#### Limitations on subcontracting

N/A

#### Attendance on subcontractors

N/A

#### Plant and Materials

##### Specifications

All new material should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

#### Correction of defects

N/A

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

The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts and/or other equipment or spares

### Tests and inspections before delivery

N/A

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

N/A

### Working on the Affected Property

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

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

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

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

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

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

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

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Approved HS&E file.

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

Normal airport operational hours shall be from 04:00 to 23:30 daily, it may be requested that cleaning in a high traffic Areas and Airside to be conducted at night. Any night shift Services be arranged with the Operations Manager to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

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

The Service Provider shall:

comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and

use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 0 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

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

N/A

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

N/A

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

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to the above should be listed with the lead-time required to deliver same to site. The Contractor will keep all records of maintenance and repairs in a safely manner and made them available when requested

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



The contractor is to maintain and manage all motorised and non-motorised equipment used for cleaning of the external window glazing. The maintenance shall be according the OEM manual and as specified by the manufacturer

### Site services and facilities

#### Provided by the *Employer*

The Employer will provide a space for the Contractor at a certain rate that will be determine by ACSA, The contractor is liable for the payment.

#### Provided by the *Contractor*

The contractor to store and stack the equipment, tools and chemicals neatly and keep them stored in a good and acceptable state.

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

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 palliative 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

### Hook ups to existing works

Contractor to identify all anchor points and test them before use.

### Tests and inspections

#### Description of tests and inspections

None

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

None



**List of drawings**

**Drawings issued by the *Employer***

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

N/A