



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: CIA RFQ 70907-A

TITLE OF PROJECT: AD HOC HIGH-LEVEL CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT

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 TO UNDERTAKE AD HOC
HIGH-LEVEL CLEANING SERVICES AT CAPE TOWN INTERNATIONAL
AIRPORT FOR A PERIOD OF 5 MONTHS**

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HIGH LEVEL CLEANING SERVICES

PART C1: AGREEMENTS AND CONTRACT DATA

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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 TO UNDERTAKE AD HOC HIGH LEVEL CLEANING SERVICES FOR A PERIOD OF 5 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the 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.

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HIGH LEVEL CLEANING SERVICES

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

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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**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[1] week
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[4] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	[TBA]
30.2	The <i>service period</i> is	[Five months From The Starting Date] or when contracted funds are depleted, whichever comes first.
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
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
51.2	The period within which payments are made is	[4] weeks.
51.4	The <i>interest rate</i> is	(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
6	Compensation events	(If the optional statement for this section is not used, no additional data will be required for this section)
	These are additional compensation events:	
	1	[•]
	2	[•]
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [Refer to part C1.3]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[Refer to Part C1.3]
83.1	The <i>Employer</i> provides these additional insurances	[Refer to Part C1.3]
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	[Refer to Part C1.3]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[Refer to Part C1.3]

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> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 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)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	[2] weeks.
11	Data for Option W1	
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
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	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
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil – Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue		
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	[The total of the Prices]		
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	[The total of the Prices]		
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	[The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer's property, Defects liability, Insurance liability to the extent of the Contractor's risks death of or injury to a person; infringement of an intellectual property right]		
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.

Z6.

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

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

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

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES**Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

Z7.1 A change in law is defined as:

- Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.
- Z8.** **Performance Bond: The following amendments are made to clause X13:**
- Z8.1.** **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.
- Z8.2.** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- Z9.** **Limitation of liability: Insert the following new clause as Option X18.6:**
- Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
- Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

- Z10.** **Cession, delegation and assignment**
- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11.** **Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12.** **Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. Employer's Step-in rights**
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [•] 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.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.

Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z15.5.1 the *Contractor's service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z17. Dispute resolution: The following amendments are made to Option W1:

Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "**any other matter**": "excluding disputes relating to termination of the contract".

Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:

Z16.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z16.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."

Z17 Day:

Z17.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z18 Safety

Z18.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z18.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:

Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

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

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

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

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:	CV's to be appended to Tender Schedule
	Name: Job: Responsibility: Qualifications: Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be included in the Risk Register

- Existing Services
 - Access to Site
 - Delay in supply of material and/or equipment
 - Progress of the works against the program
 - Travelling public and ACSA stakeholders
-

Part C1: Agreements and Contract Data**C1.3: Occupational Health and Safety Agreement****OCCUPATIONAL HEALTH AND SAFETY MANDATARY 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*****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.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. 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 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 Mandatory 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 Mandatory 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.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory 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 Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory 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 Mandatory 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 Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory 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 Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory 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 Mandatory shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being

carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that 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
- 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 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

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the

prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

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

23.2 The Mandatary 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 Mandatary 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 Mandatary 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.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
HIGH LEVEL CLEANING SERVICES

CONTRACT NO. _____

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:

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :
 - A.in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - B.complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - C.negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

Insurance Affected by the Contractor.

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

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

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

Sub-Contractors

The Contractor shall:

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

Part 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.

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 RFPs are submitted at the entire risk of the proposer.

All agreements arising from RFPs 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 RFPs 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. 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 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 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 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 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	
---------------	--	---------------------------------	--	----------------------	--

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
HIGH LEVEL CLEANING SERVICES

CONTRACT NO. _____

IDDING ENTITY

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 <i>price list</i> unless later changed in accordance with this contract. |
| | | (17) The Price for Services Provided to Date is the total of |
| | | <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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.

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.

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 gazette labour increase, supplier increase letters etc.
- Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL CONTRACT AMOUNT 5 MONTHS
1.1. Permits/Induction costs	Yearly	R	R
1.2. Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.3. Management and administration personnel costs	Monthly	R	R
1.4. Window Cleaners and Abseilers Labour costs	Monthly	R	R
1.5. Equipment costs	Monthly	R	R
1.6. Chemicals & Consumables	Monthly	R	R
1.7. Emergency kit	Once off	R	R

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
Total		14		

- The R650 is cost for Airside induction training and excludes ACSA Permit costs
- 1st Payment will be released as a once of initiation fee based on proven costs, no mark-up to be added (Inception of contract)
- 2nd Payment will be released at the 1st renewal of permits (End of year 2)
- 3rd Payment will be released at the 2nd 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
Medicals	Once off	No	R	R
Other: Specified by bidder			R	R
			R	R
Total			R	R

- 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 –

	UOM	Quantity	Unit cost	Total monthly fee#
Window Cleaners and Abseilers (Fall Arrest Technicians)	No	9	R	R
Management Staff (Site Manager)	No	1	R	R
Team leaders/Supervisor (working)	No	1	R	R
Rope Access Technicians (working)	No	3	R	R
Total		14	R	R

- *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 & Administration Personnel

Description of management/administration resource type	Qty of 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
Site Manager	173.2			1	R	R
Team Leaders/Supervisor (Working)	173.2			1	R	R
Rope Access Technicians	173.2			3	R	R
Other					R	R
Total					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				9	R	R
						R	R
Total						R	R

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			
8.9m Extension Ladder		4			
4.5m Extension Ladder		3			
8ft A Frame Ladder		2			
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			
	Sub Total				
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**

Part C3: EMPLOYER'S SERVICE INFORMATION

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

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
	Cleaning of the Airline Lounge windows outside only.	External
B-Boarding Gates	Cleaning all exterior facing windows outside only	External
CTB	Cleaning all exterior facing windows outside only.	External
	To the washing of external upper level silver alubond facades of the roadside. - Perimeter façade	External
	Cleaning of Airbridge windows outside only	External
	Cleaning of the glass roof windows outside only at International Arrivals.	External
Oval Park	Cleaning of the Oval Office Park windows outside only.	External
Fire Station	Cleaning of the Watch Room windows outside only.	External
SOB	Cleaning of SOB Airside windows outside only.	External

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 compliment 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

Insurance provided by the *Employer*

As per Part C1.4

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.

Design and supply of Equipment

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.

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

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

N/A

Information and other things

N/A

Management of work done by Task Order**Particular / generic specifications**

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 months

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 SABSA, 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