



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: RFQ 70542

TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF HYGIENE SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 8 MONTHS

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(registration Number:.....)

for THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF HYGIENE SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 8 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED****TENDER REFRENCE NUMBER: RFQ 70542**

**TITLE OF PROJECT: THE APPOINTMENT OF A
CONTRACTOR FOR THE PROVISION OF HYGIENE SERVICES AT
CAPE TOWN INTERNATIONAL AIRPORTFOR A PERIOD OF 8
MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT**

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

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

**THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF HYGIENE SERVICES AT CAPE TOWN
INTERNATIONAL AIRPORTFOR A PERIOD OF 8 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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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	 A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (name): Address Tel No.	[Airport Company South Africa] [Cape Town International Airport] [0219371200]
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	[Anelisiwe Mayatula] [Cape Town International Airport] [+27 21 935 3832] [Anelisiwe.Mayatula@airports.co.za]
11.2(2)	The Affected Property is	[Cape Town International Airport]
11.2(13)	The service is	[Hygiene Services]
11.2(14)	The following matters will be included in the Risk Register	[OHS Act and New Construction Regulation compliance.]
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

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	[8 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>
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 service 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.

Z5.1 Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

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

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

Z5.2

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

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

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.

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 working areas are	See C3 'Service Information'
24.1	The Contractor's Key people 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 MANDATORY AGREEMENT****AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)****OBJECTIVES**

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

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

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

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address:
Airport Company South Africa Cape Town International Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatory/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

***Provision of Hygiene Services Cape Town International Airport for a Period of 8 Months 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 be provide with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

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

14.2 The Mandatary shall ensure that the sub contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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 duty 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.

ACCEPTANCE BY MANDATORY

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,

Ia 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 MANDATORY
(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 Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

Insurance Affected by the Contractor.

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

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

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

Sub-Contractors

The Contractor shall:

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

Part 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 any more.
- 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@acs.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@acs.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 RFPs any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
 - ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
 - Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT		ACCEPT WITH AMENDEMENT/S		DO NOT ACCEPT	
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BIDDING 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.

Total contract value

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

- *Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Hygiene Cost Summary. The value must be carried down under period Year 0 to 1.*
- *Escalations to be added to the annual contract value going forward will be approximately 5% per annum. This will be subject to published Consumer Price Index (CPI) increases.*
- *Price adjustments will take place on the anniversary of the contract each year, however the escalation will not be an automatic adjustment. ACSA reserves the right to negotiate such contract price adjustment.*
- *Labor cost increases will be paid in line with government gazetted rates.*
- *Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued .*
- *PLEASE NOTE *ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements.*
- *All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels outlined in Section C4. Annexure C. Payments will be made based on the application of these Service Levels.*
- *In the event that any machinery breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.*
- *Rate per month should include service, maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.*
- *At the end of the contract, equipment supplied/installed will become ACSA's assets*

ACTIVITY BASED PRICING SCHEDULE – HYGIENE COST SUMMARY

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1
1.1. Permits/Induction costs	Yearly		R 13 601
1.2. Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.3. Uniforms costs* [specify replacement cycle in months]	Monthly	R	R
1.4. Management and Supervisor personnel costs	Monthly	R	R
1.5. Labour costs	Monthly	R	R
1.6. Machinery costs	Monthly	R	R
1.7. Equipment costs	Monthly	R	R
1.8. Operation Vehicle Costs	Monthly	R	R
1.9. Chemicals & Consumables	Monthly	R	R
1.10. Emergency kit	Once off	R	R

- *Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers.*
- *Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.*
- *Bidders are required to submit proof of changes in prices as supporting documentation for the request for contract price adjustment. Supporting documentation may include: Bargaining council increase confirmation, Sectoral determination gazetted labour increase, supplier increase letters etc..*
- *Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued .*
- *PLEASE NOTE *ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements.*
- *All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels outlined in Section C4. Annexure C. Payments will be made based on the application of these Service Levels.*
- *In the event that any machinery breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.*
- *Rate per month should include service, maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.*
- *At the end of the contract, equipment supplied/installed will become ACSA's assets*

1. Preliminary and Generals

1.1. Permit Costs – At Cost

Description	UOM	Quantity	Rate	Total Amount Per annum
Personnel Permits	Per person	7	R343	R 2401
Airside Induction Course	Per person	5	R650	R 3250
Airside Vehicle Operator's Permit	Per person	1	R650	R650
Airside Induction Training - 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 1300
Total				R7 601

- *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)*
- **Permit prices are subject to change.*
- *Bidders can contact Permit Office to confirm latest pricing for permits.*
- ***PLEASE NOTE *ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

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

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

Administration activity and/or Overheads/expenses	UOM	Quantity	Unit cost	Total monthly fee
Insurance	Monthly	1	R	R
Safety file	Once off	1	R	R
Fee for OHS requirements	Once off	1	R	R
Biometric time and attendance system	Monthly	1	R	R
Medicals	Yearly	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 – Monthly (replacement cycle 25 months)

	UOM	Quantity	Unit cost	Total monthly fee#
Technicians	No	2	R	R
Operators	No	3	R	R
Site Manager	No	1	R	R
Supervisor (working)	No	1	R	R
Total			R	R

- *Please use the replacement cycle specified i.e. 2 pairs per person every 25 months
- There 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 with regards to the number of uniforms provided
- ***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	Hours per month per resource (Measured in Number)	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
Site Manager 6:00am to 15:30pm	184.03			1	R	R
Supervisor (Working) (6:00am– 18:00pm)	238.15			1	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 weekend 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 shift. 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
- Hourly Calculations
 - Straight Day Shift Site manager (8.5* Hour workday)
 - 42.5 Hours per week x 4.33 weeks = 184.03 Hours per Month
 - Straight Day Shift Supervisor (11* Hour workday)
 - 55 Hours per week x 4.33 weeks = 238.15 Hours per Month
 - *Shift hours indicated here exclude break time
 - Hours per week will be the service delivery time rendered to ACSA by the Contractor and not necessarily the total hours for a shift of workers. ACSA has taken into consideration that the total number of hours worked by a cleaner per week are regulated and capped.
- ***PLEASE NOTE *ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements**

Labour Component

1.5. General Labour Costs (please apply the hourly rate from table 1.5.1 -Hygiene Service Labour Rate breakdown)

Labour by Shift	Hours per month per resource (Measured in Number)	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Monthly Rate per Resource (Total amount per resource per month)	Total monthly fee
Technician 06:00am – 18:00pm Mon - Sun	238.15			2	R	R
Operators 06:00am – 18:00pm Mon - Sun	238.15			3	R	R
Total					R	R

- Please provide a fee breakdown in terms of human resource cost
- Failure to quote using hourly 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
- Hourly Calculations
 - Straight Day Shift (11* Hour workday)
 - 55 Hours per week x 4.33 weeks = 238.15 Hours per Month
 - *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 requirements**

1.1.1. Hygiene Service Labour Rate breakdown

Description		Rate			
		Operators	Technicians	Supervisor	Site Manager
Basic Salary					
Hourly Rate	hours a shift	R	R	R	R
Daily Rate	hours a day	R	R	R	R
Weekly Wage Cost	Hourly wage x hours	R	R	R	R
Monthly Wage Cost	4.33 weeks a month	R	R	R	R
Provisions					
Annual Leave Provisions	15 Days per year	R	R	R	R
Sick Pay	10 Days per year	R	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R	R
Other					
Pension / Provident Fund	5.25% Contribution Monthly	R	R	R	R
Bonus	4.33 Weeks for a full 12 Months	R	R	R	R
Severance Pay	1,92%	R	R	R	R
COID	1.6% of total monthly wage	R	R	R	R
UIF	1% of basic monthly wage	R	R	R	R
Skills Deployment Levy	1% of monthly wage	R	R	R	R
Operators Allowance		R	R	R	R
Night Shift Allowance					
Sundays and public holidays					
Other Benefits		R	R	R	R
Monthly Total		R	R	R	R
Hourly Rate		R	R	R	R

- The escalation will be in line with the annual sectorial determination rates
- Leave blank where non-applicable
- At contract end the outgoing service provider will be expected to pay severance pay
- An allowance for relievers must be made on the rate quoted
- This fee will be inclusive of public holidays, weekends and overtime
- Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers.
- Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.
- Bidders are required to submit proof of changes in prices as supporting documentation for the request for contract price adjustment. Supporting documentation may include: Bargaining council increase confirmation, Sectoral determination gazetted labour increase, supplier increase letters etc..
- Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued.
- PLEASE NOTE *ACSA reserves the right to revise the number of staff requirements in line with changing operational requirements.
- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels outlined in Section C4. Annexure C. Payments will be made based on the application of these Service Levels.

- *In the event that any machinery breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.*
- *Rate per month should include service, maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.*
- *At the end of the contract, equipment supplied/installed will become ACSA's assets*

The hourly rate from the table above should be carried over to the pricing schedule for general Hygiene services labour

Activity Schedule/Equipment
Equipment Cost breakdown per month

Description	QTY	Unit Price	Amount
Equipment Installed at ACSA – CTIA (monthly cost)			
Air freshener Ocean Microburst – Chrome	195		
Baby Changing Station	13		
Solar Stainless Steel Hot Air Dryer Hf 2400 Hd	188		
Mounted Hard Plastic Nappy Bin - 50 Lt	15		
Tr - Solar Stainless Steel Tr5 Toilet paper holder	350		
Wall mounted Waste Bin Solar St Steel	153		
Luna Auto Sanitizer Dispenser	454		
Luna platinum Femme Sanitary Bin	230		
Stainless Steel Soap Dispenser	220		
Ocean Seat Spray Dispenser	237		
Touch free hand sanitizers	14		
Ocean Savvy-Lever Paper Dispenser	7		
Ocean Appearance Mat 3000x 900 on request adhoc	7		
White Manual Sanitary Bin	3		
White Five Toilet Roll Holder	4		
White Top Up Soap Dispenser	3		
White Seat Sanitizer Dispenser	4		
White Air Freshener Dispenser	3		
White Wall Mounted Bins	3		
Deep Cleaning Bimonthly Services	480		
Deep Cleaning Trimonthly Services	338		
Sub-Total			

Monthly Labour Rate	
Monthly Operational Costs (Including Induction, Permits, Transport, waste disposal tickets, hazardous waste disposal, etc.) A breakdown to be provided separately.	
	Sub-Total
	Monthly Cost (x 8)
	8 Months

<i>(Month 1-8) Total</i>	
<i>Ad-hoc Services (2%)</i>	
<i>Sub-Total</i>	
<i>VAT (15%)</i>	
<i>Contract Value</i>	

- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels outlined in Section C4. Annexure C. Payments will be made based on the application of these Service Levels.
- In the event that any machinery/equipment breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.
- Rate per month should include service, maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.

***PLEASE NOTE *ACSA reserves the right to revise the number of resource requirements in line with changing operational requirements**

All rates to exclude vat. Item refers to positions only and not number of staff deployed.

It should be noted that:

- a) the required labour resources and skills for this contract is not prescribed in detail and will not be a measurable in calculating the monthly contract fee. The Bidder is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. Only in the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.
- b) the prices per activity are based on the total "package" and should one activity be removed from the contract scope the other prices will be reviewed by the Bidder as well.
- c) personal computers will be purchased by the Bidder for administration of the contract.
- d) the Bidder to pay for own parking fees, if the Bidder's staff are utilising the ACSA public parking.
- e) the Bidder to pay telephone costs, if utilising any telephone linked to ACSA telephone network.
- f) the contract to provide own computers and administration material required to operate during the duration of this contract.
- g) the Bidder to pay for own office rental fees, if the Bidder's staff are utilising the ACSA office areas.

Hygiene Stock and usage per month currently

please note that this is only for information purposes. Bidders to price based on their own experience and understanding of the industry

Consumable	Frequency of use	Ordered monthly	Usage in volume
Soap	Daily	31 x 25L	775 L
Air fresheners	Monthly	200	20.0L
Auto sanitizers	Monthly	460	244.0L
S/s Seat Sprays	Fortnightly	305	244.0L
Liners	Daily	1000	2300
Incineration bags	Daily	120	120
Citron Hands free liquid	Fortnightly	5L	4L

CONSUMABLE RATES

All consumable details must be inserted below in applicable appendix The Contractor must note that it is not their responsibility to provide for toilet paper. The contractor is required to provide the following information:

- a) The supplier that the Bidder will be sub-contracting to if required
- b) the price per unit
- c) to ensure that consumable is as per SANS standards
- d) to be of acceptable quality

The successful Bidder should also note that consumable should be supplied at the price it obtains from the supplier/ manufacturer including mark-up. ACSA Reserves a right to ask for any invoices paid to the supplier for consumables as reference check at any time. ACSA Also reserves a right to get a cheaper supplier for the contractor to consumables from.

AREA Description	CONSUMABLE COSTS (example document)											
Area	Air freshener			Hand soap						Auto sanitizers		
	No.	Bulk unit price	Total Cost	No.	Unit Price ® p/l	Total Cost	No.	Bulk unit price	Total Cost	No.	Bulk unit price	Total Cost
Sub-Total Area												

CONSUMABLE RATES

All consumable details must be inserted below in applicable appendix The Contractor must note that it is not their responsibility to provide for toilet paper. The contractor is required to provide the following information:

- e) The supplier that the Bidder will be sub-contracting to if required
- f) the price per unit
- g) to ensure that consumable is as per SANS standards
- h) to be of acceptable quality

The successful Bidder should also note that consumable should be supplied at the price it obtains from the supplier/ manufacturer including mark-up. ACSA Reserves a right to ask for any invoices paid to the supplier for consumables as reference check at any time. ACSA Also reserves a right to get a cheaper supplier for the contractor to consumables from.

- *Quantities are just an indicator/minimum. The onus is upon the service provider to ensure availability of sufficient quantities of equipment at all times*
- ***PLEASE NOTE *ACSA reserves the right to revise the number of resource requirements in line with changing operational requirements**

- "Rate per Unit is to be net cost with no mark-up added"
- Therefore, the rate quoted in this schedule will be the same rate that will apply at invoicing"
- ACSA reserves the right to replace any of the above items with a chemical of equivalent specifications
- ACSA reserves the right to apply price and usage benchmarking/referencing in order to keep the prices in line with fair market pricing
- All chemicals must be SANS approved
- **Items must be billed on proven/actual consumption cost**
- All machinery being provided on the contract must still be within its serviceable life
- In the event that any machinery breaks down, the said machinery shall be replaced in line with agreed SLAs at the rate quoted in this schedule.
- Rate per month should include service and maintenance costs of the machinery for the duration of the contract as no additional charges will be accepted.

***PLEASE NOTE *ACSA reserves the right to revise the number of resource requirements in line with changing operational requirements**

Part C3: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
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C3: Employer's Service Information

a. Introduction

As a world-class airport and a National Key Point, CTIA has many accolades and continues to accumulate accolades which illustrate the commitment to maintaining the high standards of a world-class airport facility. Airport hygiene/cleanliness is a key contributor to the provision of world-class facilities as it has a direct impact on the experience we create for our passengers at our airports.

The airport serves as the front-end interface with passengers coming into the province/country, therefore it is important that we make a good first impression at all times to ensure that passengers continue to visit South Africa well into the future. The Airport Council International (ACI) is responsible for the Airport Service Quality (ASQ) survey which is a world-renowned and globally established benchmarking programme measuring passengers' satisfaction whilst they are travelling through an airport. Airport cleanliness is regarded a key driver of the ASQ rating attained by an airport, therefore, maintaining a high ASQ rating is of great importance to CTIA.

Running clean/hygienic airports is of paramount importance to ACSA, therefore, hygiene services are regarded as critical services to the operations of our airports. Hygiene/Cleaning staff are regarded as ambassadors of the airport as they are on the ground interfacing with passengers while executing their services to ensure that the facilities are kept clean at all times.

b. Purpose of the tender

The purpose of this tender is to request proposals for the provision of Hygiene services at Cape Town International Airport for a period of 8 Months.

The successful bidder is to ensure that the designated areas are clean at all times as well as to ensure that business continues while the designated areas are being serviced.

c. Overview of Requirements

Airports Company South Africa SOC Ltd hereby invites proposals for the provision of Hygiene services at Cape Town International Airport for a period of 8 Months.

The successful bidder will provide Hygiene services in relation to the following sub-categories:

1. General hygiene services
2. Supply of all hygiene consumables and materials; and
3. Supply, Installation and maintenance of all hygiene machinery and equipment

In general, the scope of work should cover, inter alia; all internal and external, general and routine hygiene of common areas. Including; ablutions and hand sanitizing stations/units.

Detailed areas of work are covered below.

d. Detailed Scope of work

1. The Professional Hygiene services to be provided by the successful bidder will be primarily for the entire airport (CTIA). The areas to be covered in the scope of work are defined below:

The Bidder will maintain the Hygiene Services at Cape Town International Airport, which is as listed below.

- Installation, replenishment and maintenance of auto-sanitizers, hand free sanitizers, seat sanitizers, soap dispensers, hand sanitizing units
- Installation, monitoring and maintenance of paper towel holders, hand-dryers, sanitary wipe holders, waste bins, tier-toilet roll holders, sanitary bins and nappy bins.
- Installation and maintenance of air-fresheners.
- The Bidder is responsible for adequate storage of consumables as per the manufacturer's specification and as per OH&S-Regulations. A large enough, lockable storage area is to be provided by ACSA.
- The Bidder will ensure that the consumables are stored and managed in secured facilities to prevent theft and ensure adequate dispatching. Such facility to be provided by ACSA.
- The sanitary bins to be serviced daily at all affected areas as prescribed.
- Reporting general faults observed within the facilities.
- Extensive deep cleaning of bathroom facilities on a monthly and quarterly basis as prescribed.
- Polish and maintain hygienic equipment daily.
- Installation and replenishment of wall mounted and foot pedal hand sanitizing units provided by ACSA

Any additional services outside of this agreement will be deemed as ad-hoc services for which written approval will be issued to the Bidder.

Areas and equipment deployment

Area	Area Description	Legend		a	b	c	d	e	f	g	h	i	j	k	l	m
		Male	Female/Disabled	SS Hot Air Dryer	SS Waste Bin	5 Tier holders	SS Soap Dispenser	BC Air Fresh	SS Seat Sanitizer	Handsfree sanitisers	Platinum Femme Bin	Auto Sanitizer	Nappy Bin	Baby Changing Station	Paper Towel Dispenser	
CTB																
1	Ground Floor Retail	M		2	1	5	2	2	2	0	0	11		0	0	
		F		2	1	11	3	2	3		11	11	0	0	0	
		D		1	1	1	1	1	1		1	1	0	0	0	
		B		1	1	1	1	1	1		1	1	1	1	0	
				6	4	18	8	6	9		13	24	1	1	0	
2	Ground Floor – C Gates	M		2	1	3	2	2	1			6	0	0	0	
		F		2	1	6	2	2	3		6	6	0	0	0	
		D		1	1	1	1	1	1		1	1	0	0	0	
		B			1	1	1	1	1		1	1	1	1	0	
				5	4	11	6	6	6		8	14	1	1	0	
3	Ground Floor - New baggage	M		1	1	2	2	1	1			5	0	0	0	
		F		1	1	3	2	1	2		3	3	0	0	0	
		D		1	1	1	1	1	1		1	1	0	0	0	

			3	3	6	5	3	4		4	9	0	0	0
4	1st Floor Tenants - Mango	M	1	1	1	1	1	1			2	0	0	0
		F	1	1	2	1	1	1		2	2	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
			3	3	4	3	3	3		3	5	0	0	0
5	1st Floor - Tenants, Comair	M	1	1	1	1	1	1			4	0	0	0
		F	1	1	3	1	1	1		3	3	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
			3	3	5	3	3	3		4	8	0	0	0
6	1st Floor - Tenants SAA	M	1	1	1	1	1	1			2	0	0	0
		F	1	1	2	1	1	1		2	2	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
			3	3	4	3	3	3		3	5	0	0	0
7	Old Neotell Offices	M	1	1	2	2	1	4		0	4	0	0	0
		F	1	1	2	2	1	1		2	2	0	0	0
			2	2	4	4	2	5		2	6	0	0	0
	2nd Floor Checkpoints - AVSEC													
8	2nd Flr - North Wing	M	2	1	4	2	2	2			7	0	0	0
		F	2	1	6	2	2	2		6	6	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	1	1	1	1		1	1	1	1	0
			6	4	12	6	6	6		8	15	1	1	0
9	2nd Flr - South Wing	M	2	1	4	2	2	1		0	8	0	0	0
		F	2	1	6	2	2	3		6	6	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	1	1	1	1		1	1	1	1	0
			6	4	12	6	6	6		8	16	1	1	0
10	2nd Flr - A 8	M	2	1	4	2	2	2		0	7	0	0	0
		F	2	1	4	2	2	2		4	4	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	1	1	1	1		1	1	1	1	0
			6	4	10	6	6	6		6	13	1	1	0
11	2nd Flr - A 10	M	2	1	4	2	2	2		0	7	0	0	0
		F	2	1	4	2	2	2		4	4	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	1	1	1	1		1	1	1	1	0
			6	4	10	6	6	6		6	13	1	1	0
12	2nd Flr - A 12	M	2	1	4	2	2	2		0	7	0	0	0
		F	2	1	4	2	2	2		4	4	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	1	1	1	1		1	1	1	1	0
			6	4	10	6	6	6		6	13	1	1	0
13	3rd Flr - North Wing	M	2	1	2	2	2	2		0	5	0	0	0
		F	2	1	5	2	2	2		5	5	0	0	0

		D	1	1	1	1	1	1		1	1	0	0
		B	1	1	1	1	1	1		1	1	1	0
			6	4	9	6	6	7		7	12	1	1
1	3rd Flr - South Wing	M	2	1	2	2	2	1		0	0	0	0
		F	2	1	5	2	2	2		5	0	0	0
		D	1	1	1	1	1	1		1	0	0	0
		B	1	1	1	1	1	1		1	0	1	0
1	3rd Flr - North Wing	M	2	1	2	2	2	1		0	0	0	0
		F	2	1	5	2	2	2		5	0	0	0
		D	1	1	1	1	1	1		1	0	0	0
		B	1	1	1	1	1	1		1	0	1	0
			12	8	18	12	12	10		14	0	2	2
1	4th Flr - Apron	M	1	1	2	1	1	1		0	3	0	0
		F	1	1	3	1	1	1		3	3	0	0
		D	1	1	1	1	1	1		1	1	0	0
			3	3	6	3	3	3		4	7	0	0
1	New Airside Safety (behind CTB Bldg)	U	1	1	2	1	1	2		2	2	0	0
			1	1	2	1	1	2		2	2	0	0
Terminal 1 &2													
17	Customs Conveyor Baggage	M	2	1	4	2	2	2		12			0
		F	2	1	6	3	1	3		6	6	1	1
		D	1	1	1	1	1	1		1	1		0
			5	3	11	6	4	6		7	19	1	1
18	Immigration Arrivals	M	2	1	3	3	2	2		0	9	0	0
		F	2	1	6	3	1	3		6	6	1	1
		D	1	1	1	1	1	1		1	1	0	0
			5	3	10	7	4	6		7	7	1	1
19	SAA Rebate	M	1	1	2	1	1	1		0	4	0	0
		F	1	1	2	1	1	1		2	2	0	0
			2	2	4	2	2	2		2	6	0	0
20	Transit Cells	M	0	1	1	1	1	1		0	1	0	0
		F	0	1	1	1	1	1		1	1	0	0
			2	2	2	2	2	2		1	2	0	0
21	Bravo	U	0	1	1	1	1	1		1	1	0	0
			1	1	1	1	1	1		1	1	0	0
22	Qatar/Menzies	F	1	1	2	1	1	1		2	2	0	0
		M	1	1	1	1	1	1		3	0	0	0
	s/s soap changed to plat soap due to high theft	D	1	1	1	1	1	1		1	1	0	0
			3	3	4	3	3	3		3	6	0	0
23	Vending Machines	M	2	1	4	3	1	2		9	0	0	0
		F	2	1	4	2	1	2		4	4	1	1
		D	1	1	1	1	1	1		1	1	0	0
			5	3	9	6	3	5		5	5	1	1
24	Staff Boarding Police	M	1	1	3	1	1	1		6	0	0	0
		F	1	1	3	1	1	1		3	3	0	0
25	SAPS Boarding Police	M	1	0	1	1	0	1		1	0		

		F	1	0	1	1	0	1		1	1	0	0	0
			4	2	8	4	2	4		4	11	0	0	0
25	Mez SAA Staff	M	1	1	1	1	1	1			3	0	0	0
26	Staff SAA	F	1	1	2	1	1	1		2	2	0	0	0
			2	2	3	2	2	2		2	5	0	0	0
27	Boarding Area - Out of Africa	M	2	1	3	3	1	2			9	0	0	0
		F	2	1	7	3	2	3		7	7	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	1	1	0	1	0	1		0	0	1	0	0
			6	4	8	4	4	6		8	17	1	0	0
28	Boarding Area - Due South	M	2	1	3	2	1	2			9	0	0	0
		F	2	1	7	3	1	3		7	7	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
		B	0	1	0	1	0	1		0		1	0	0
			5	4	11	7	3	7		8	17	1	0	0
29	Security at Receiving/DS	U	1	1	1	1	0	1		1	1	0	0	0
			1	1	1	1	0	1		1	1	0	0	0
30	CIP Lounge	M	3	1	4	3	2	2			4	0	0	0
		F	3	1	3	3	2	2		3	3	0	0	0
			6	2	7	6	4	4		3	7	0	0	0
31	M & E Storage	M	1	1	1	1	1	1			3	0	0	0
		F	1	1	2	1	1	2		2	2	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
			3	3	4	3	3	4		3	6	0	0	0
32	Parkade 2	M	1	1	3	2	2	2			5	0	0	0
		F	1	1	3	2	1	2		3	3	0	0	0
		D	1	1	1	1	1	1		1	1	0	0	0
			3	3	7	5	4	5		4	9	0	0	0
33	Police Station in Parkade 2	M	1	1	1	1	1	1			1	0	0	0
		F	1	1	1	1	1	1		1	1	0	0	0
			2	2	2	2	2	2		1	2	0	0	0
34	Parkade 1	M	1	1	3	2	2	2	0		5			0
	s/s soap changed to plat	F	1	1	3	2	1	2	0	3	3			0
		D	1	1	1	1	1	1	0	1	1			0
			3	3	7	5	4	5	0	4	9			0
	SOB													
35	SOB grd flr	M	1	1	2	1	1	1	0		4			0
		F	1	1	3	2	1	1	0	3	3			0
		D	1	1	1	1	1	1	0	1	1			0
36	1st Flr	M	1	1	2	1	1	2	0		3			0
		F	1	1	3	2	1	3	0	3	3			0
36	2nd Flr	M	1	1	2	1	1	2	0		3			0
		F	1	1	3	2	1	3	0	3	3			0
37	3rd Flr	M	1	1	2	1	1	2	0		3			0
		F	1	1	3	2	3	3	0	3	3			0
		Stair s					2		0					0
			9	9	21	13	13	18	0	15	26			0

38	SOB Conference Centre	M	1	1	1	1	1	1	0	2			0
		F	1	1	2	2	1	2	0	2	2		0
			2	2	3	3	2	3	0	2	4		0
39	Old Baggage Halls	M	0	1	1	1	1	3	0	3			0
		F	0	1	2	1	1	2	0	2	2		0
			0	2	3	2	2	5	0	2	5		0
40	Domestic Arrivals Terminal 5								0				0
41	Mezzanine - BT Cape	M	1	1	1	1	1	1	0	2			0
		F	1	1	2	1	1	1	0	2	2		0
42	Mezzanine - Old Trolley Dept	M	1	1	1	1	1	1	0	3			0
		F	1	1	2	1	1	1	0	2	2		0
43	Ground Floor	M	2	1	5	3	2	3	0	0	16		0
44	(Changed to s/s toilet roll holders)	F	2	1	8	2	2	3	0	8	8		0
		D	1	1	1	1	1	1	0	1	1		0
			9	7	20	10	9	11	0	13	34		0
45	Fire and Rescue												
46	Fire and Rescue 1st Flr	M	1	1	2	1	1	2	0	0	4	0	0
		F	1	1	1	1	1	1	0	1	1	0	0
		K			1				0	0	0	0	0
47	Grd Flr	M	1	1	2	1	1	1	0	0	4	0	0
		M2	1	1	1	1	1	1	0	0	3	0	0
		F	1	1	1	1	1	1	0	1	1	0	0
48	Workshop	U	1	1	1	1	1	1	0		1	0	0
49	Gym	M	1	1	1	1	1	1	0		2	0	0
		F	1	1	1	1	1	1	0	1	1	0	0
50	Tower	U	1	1	1	1	1	1	0	1	1	0	0
			9	9	11	10	9	10	0	4	18	0	0
51	Foxtrot 12 - Guard house	U	1	1	1	1	1	1	0	1	1	0	0
			1	1	1	1	1	1	0	1	1	0	0
52	Surface Maintenance	M	1	1	3	1	1	3	0		4	0	0
		F	1	2	2	1	1	1	0	2	2	0	0
		M	1	1	2	1	1	1	0		4	0	0
			3	4	7	3	3	5	0	2	10	0	0
53	Foxtrot 3 - Guard house	U	1	1	1	0	0	1	1	1	1	0	0
54	Foxtrot 3 A - Guard house	U	1	0	1	0	0		1	1	1	0	0
			2	1	2			1	2	2	2	0	0
CARGO													
55	Cargo - Guard house	U	1	0	1	1	0	1	0	0	0	0	0
	Cargo – General Ablutions	M	1	1	1	1	1	1	0	0	0	0	0
		F	1	1	1	1	1	2	0	2	0	0	0
		D	1	1	1	1	1	1	0	1	0	0	0
			4	3	4	4	3	5	0	3	0	0	0
Oval													
56	1st Floor	M	1	1	2	1	1	2	0	0	4	0	0
		F	1	1	3	1	1	3	0	3	3	0	0
		D							0	1	1	0	0

57	2nd Floor	M	1	1	2	1	1	2	0		4	0	0	0
		F	1	1	3	1	1	3	0	3	3	0	0	0
58	3rd Floor	M	1	1	2	1	1	2	0		4	0	0	0
		F	1	1	3	1	1	3	0	3	3	0	0	0
			6	6	15	6	6	15	0	10	22	0	0	0
59	Foxtrot 5 - Guard house	U	1	0	1	1	0	0	0	0	1	0	0	0
			1	0	1	1	0	0	0	0	1	0	0	0
60	New Car Rentals Block A	M	1	1	1	2	1	1	0					
		F	1	1	3	2	1	2	0	3	3	0	0	0
61	New Car Rentals Block C	M with D	1	1	2	2	1	1	0		5	0	0	0
62	in each disabled cubicle we changed the s/s soap	F with D	1	1	5	3	1	3	0	5	5	0	0	0
	s/s to plat soap		4	4	11	9	4	7	0	8	13	0	0	0
63	Airside Swissport	M	1	1	1	1	1	1	0		3			
	Swiss port - At the entrance	N/A	2						0					
		F	1	1	3	1	1	1	0	3	3	0	0	0
			4	2	4	2	2	2	0	3	6	0	0	0
64	Airside SAA Office	M	1	1	1	1	1	1	0		3	0	0	0
		F	1	1	2	1	1	1	0	2	2	0	0	0
65	Jetworx/SAFAIR	U	1	1	1	1	1	1	0	1	1	0	0	0
			3	3	4	3	3	3	0	4	6	0	0	0
66	Landside Lockers - Fox 8	M	1	1	1	1	1	1	0	0	3	0	0	0
		F	1	1	2	1	1	1	0	2	2	0	0	0
			2	2	3	2	2	2	0	2	5	0	0	0
Extra Areas														
67	Security check points 2nd floor		0	0	0	0	14	0	0	0	0	0	0	0
68	Domestic Departures		0	0	0	0	0	2	3	0	0	0	0	0
69	International Check points		0	0	0	0	0	1	1	0	0	0	0	0
70	AMC forth floor		0	0	0	0	0	0	2	0	0	0	0	0
71	SOB Kitchen 1st floor		0	0	0	0	0	0	0	0	0	0	0	1
72	Ground floor Prayer Facility		0	0	0	0	0	0	0	0	0	0	0	2
73	Security check points fox 8		0	0	0	0	0	0	2	0	0	0	0	0
74	Security check points A1212		0	0	0	0	0	0	2	0	0	0	0	0
75	Security check points A10		0	0	0	0	0	0	1	0	0	0	0	0
76	Security check points Alpha 11		0	0	0	0	0	0	1	0	0	0	0	0
	Totals		19	156	35	223	19	241	14	233	45	15	13	3

Legend:

Ref a: Male/Female/Unisex or Disabled toilet

Ref b: Stainless Steel Hand Dryer – 191

Ref c: Stainless Steel Waste Bin – 156

Ref d: 5 Tier toilet roll holders – 353

Ref e: Stainless Steel Soap dispenser – 223

Ref f: Air Freshener – 198

Ref g: Seat Sanitizer – 241

Ref h: Hands free Sanitizer – 14

Ref i: Platinum Femme Bins – 233

Ref j: Platinum Auto Sanitizer – 454

Ref k: Nappy Bin – 15

Ref l: Baby Changing station – 13

Ref m: Paper Towel – 3

Inclement Weather Rubber Mats

A total of 10 (ten) rubber mats for terminal entrances and exit areas (landside and airside).

Rubber mat size: 3000mm x 900mm

Treatment Program – Frequency, Movement and Guarantees

The Bidder shall ensure that a minimum of 6 full time service agents are based at the airport for daily services required. This is made up of 4 full time staff and 2 relievers (Additional resources to be determined as per the Bidders discretion and also to be approved by ACSA CTIA)

The service provided shall ensure that enough consumables are stocked at all times, and equipment or continuously operational.

The Bidder shall provide a hygiene programme to ACSA and a schedule for hygiene operations must be pre-determined. The Bidder shall provide ACSA with a full service report. All products and consumables will be SABS approved.

Products to match the existing architectures proposals and recommendations and to match existing infrastructure.

Routine calls will be attended to within 1 hour.

The Bidder shall comply with the Health and Safety Act and as per Environmental legislation for safe works execution and also hazardous waste disposal.

Service Standards/Equipment types:

Sanitizing units

The Bidder will supply and install sanitizing units as scheduled to ACSA's premises.

These units shall be serviced at regular intervals.

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

After each treatment / service, the Bidder will advise ACSA by way of a service report detailing the following:

- Date of unit service.
- ACSA's rating of service.
- Additional services required.

Sanitary and Nappy bins

The Bidder shall supply, deliver and replace sanitary and nappy bins at regular intervals as scheduled with ACSA. The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

After each treatment / service, the Bidder will advise ACSA by way of a service report detailing the following:

- Date of unit service
- ACSA's rating of service
- Additional services required.

Note: In high traffic areas Femme bins to be changed twice daily:

Area	Quantity	Area	Quantity
CTB Grd Flr - C Gates	11	2nd Flr - A 8	4
Grd Floor Retail	6	2nd Flr - A 10	4
2nd floor – North Wing	6	2nd Flr - A 10	4
2nd Flr - South Wing	6	3rd Flr - North Wing	5

Air Freshener Units

The Bidder will supply and install air freshener units, or odour neutralisers as scheduled to ACSA's premises.

The Bidder shall ensure that these units are serviced and maintained on a monthly basis. The service shall include replacing of batteries; and refill of the units with formulated deodorisers.

The Bidder shall attend to calls free of charge when requested to attend to units that have malfunctioned.

At the end of the month, the Bidder will advise ACSA by way of a service report detailing the following:

- Date of unit service
- ACSA's rating of service
- Additional services required

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Soap Dispensers including industrial soap for workshops

The Bidder will supply and install soap dispenser units as scheduled to ACSA's premises.

The Bidder will ensure that these units are serviced and maintained on a regular basis as agreed upon. The service shall include refilling the units with formulated liquid soap.

The Bidder will attend to calls free of charge when requested to attend to units that have malfunctioned.

At the end of the month, the Bidder will advise ACSA by way of a service report detailing the following:

- Date of unit service
- ACSA's rating of service
- Additional services required

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Sanitizer dispensers (toilet seat liquid sanitizer dispenser)

The Bidder will supply and install liquid toilet seat sanitizing dispensers (not impregnated wipes) the Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Hot Air dryers

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Accelerators

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Auto-Sanitizers

The Bidder shall attend to malfunctioning or broken units at no cost to ACSA

Rubberized entrance mats

The Bidder to ensure that the mats are placed in position on rainy days to prevent incidents or accidents. These mats will be maintained and cleaned forth nightly,

DEEP CLEANING SERVICES**Toilets**

- Descale and remove algae, bacteria and uric encrustations from all areas
- Clean and disinfect both internal and external surfaces

Urinals

- Descale and remove algae, bacteria and uric encrustations from the unit of fitment
- Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap
- Clean and disinfect both internal and external surfaces of the unit

Hand Basins, Showers, Baths and Sinks

- Remove all scale deposits and algae from surfaces
- Clean and disinfect both internal and external surfaces of the fitments
- Clear overflows and waste pipes of accumulated waste deposits
- Clean and disinfect all taps, plugs, chains, outlets, channels and gullies

Suggested Deep Cleaning Programme**Frequencies:**

<u>Breakdown of facilities - ACSA</u>		M/F	Toilets	Urinals	Wash Basins	Showers	Frequency	Frequency
Area	Bimonthly						Trimonthly	
CTB								
Ground Floor Retail	M	5	7	6				
	F	11		6				
	D	1		1				
	B	1		1				
		18	7	14		39		
C Gates	M	3	3	4				
	F	6		4				

	D	1		1			
	B	1		1			
		11	3	10		24	
New baggage	M	2	2	2			
	F	3		2			
	D	1		1			
		6	2	5		13	
1st Flr Tenants - Mango	M	1	1	1			
	F	2		1			
	D	1		1			
		4	1	3		8	
1st Flr - Tenants, Comair	M	1	3	2			
	F	3		2			
	D	1		1			
		5	3	5		13	
1st Floor - Tenants SAA	M	1	1	1			
	F	2		1			
	D	1		1			
		4	1	3		8	
2nd Floor - North Wing	M	3	5	3			
	F	6		3			
	D	1		1			
	B	1		1			
		11	5	8		24	
2nd Floor - South Wing	M	3	5	3			
	F	6		3			
	D	1		1			
	B	1		1			
		11	5	8		24	
A Gates 8	M	4	4	3			
	F	4		3			
	D	1		1			
	B	1		1			
		10	4	8		22	
A Gates 10	M	4	4	3			

	F	4		3			
	D	1		1			
	B	1		1			
		10	4	8		22	
A Gates 12	M	4	4	3			
	F	4		3			
	D	1		1			
	B	1		1			
		10	4	8		22	
3rd Floor - North Wing	M	2	3	3			
	F	5		3			
	D	1		1			
	B	1		1			
		9	3	8		20	
3rd Floor - South Wing	M	2	3	3			
	F	5		3			
	D	1		1			
	B	1		1			
		9	3	8		20	
4th Floor – Apron	M	2	1	3			
	F	3		3			
	D	1		1			
		6	1	7		14	
New Airside Safety (behind CTB Bldg)	U	2		2		4	
Terminal 1 &2							
Customs Conveyor Baggage	M	4	8	6			
	F	6		6			
	D	1		1			
Immigration Arrivals	M	3	6	6			
	F	6		6			
	D	1		1			
Malaysia Airline / Rebate	M	2	2	2			
	F	2		2			
Transit Cells	M	1		1	1		
	F	1		1	1		

2 Bravo outside security	U	1		1	1		
Menzies	F	2		2			
	M	1	2	2			
	D	1		1			
Vending Machines	M	4	6	4			
	F	4		5			
	D	1		1			
	B	0		1			
SAPS Boarding Police	M	3	3	3	2		
	F	3		3	2		
Staff Boarding Police	M	1		1			
	F	1		1			
Mez SAA Staff	M	1	1	1			
	F	2		2			
Boarding Area/US - Out of Africa	M	3	6	4	1		
	F	7		6	1		
	D	1		1			
	B			1			
Boarding Area/US - Due South	M	3	6	4	1		
	F	7		6	1		
	D	1	0	1			
	B			1			
Security point Receiving/DS		1	0	1			
		75	40	85	8		208
CIP Lounge	M	4		6			
	F	3		6			
		7		12		19	
M & E Storage	M	1	2	2			
	F	2		2			
	D	1		1			
		4	2	5		11	
Parkade 2 Domestic Area	M	3	2	3			
	F	3		3			
	D	1		1	0		
		7	2	7	0		16

Police Station in Parkade 2	M	1		1			
	F	1		1			
		2		2			4
Parkade 1	M	3	2	3			
	F	3		3			
	D	1		1			
		7	2	7			16
SOB grd flr	M	2	1	2			
	F	3		3			
	D	1		1			
1st Flr	M	2	1	2			
	F	3		3			
2nd Flr	M	2	1	2			
	F	3		3			
3rd Flr	M	2	1	2			
	F	3		3			
		21	4	21			46
SOB Conference	M	1	1	1			
	F	2		2			
	K						
		3	1	3			7
Old Baggage Halls	M	1	2	2			
	F	2		2			
		3	2	4			9
Domestic Arrivals Terminal 5							
Mezzanine North	M	1	2	2			
	F	2		2			
Mezzanine South	M	1	1	2			
	F	2		2			
All domestic Arrivals	M	5	11	5			
	F	8		6			
	D	1		1			
		20	14	20			54
Fire and Rescue 1st Flr	M	2	2	2			
	F	1		1			

	K						
Grd Flr	M	1	1	1			
	F	1		1			
Workshop	F	1		1			
	U						
Gym	M	2	2	2	3		
	F	1	1	1	1		
Tower	U	1	0	1			
		10	6	10	5		30
Foxtrot 12 - Guard house		1		1			
Surface Maintenance	M	2	2	1	2		
	F	2		1			
	M	2	2	2	3		
		6	4	4	5		19
Foxtrot 3 - Guard house	U	1		1			2
Foxtrot 3 A - Guard house	U	1		1			2
Oval							
1st Flr	M	2	2	2			
	F	3		3			
	D	1		1			
2nd Flr	M	2	2	2			
	F	3		3			
3rd Flr	M	2	2	2			
	F	3		3			
		16	6	16			38
Foxtrot 8 - Guard house		1		1		2	
New Car Rentals North	M	1	3	2			
	F	3		2			
New Car Rentals South	M with	2	3	4			
	F with	5		4			
		11	6	12		29	
Airside U/S Swissport	M	1	2	2			
	F	3		3			
Airside U/S SAA Office	M	1	1	1			
	F	2		2			

Old Airside Safety - SAFAIR	U	1		1			
		8	3	9			20
Landside Lockers	M	1	2	2			
	F	2		2			
		3	2	4			9
						338	480
Current total units on Bimonthly = 480							
Current total units on Trimonthly = 338							

C4.1 ANNEXURES

Title	Annexure number
Schedule of detailed ablution facilities	Annexure A
Service Level Agreement	Annexure B

Annexure B – Service Level Agreement**Operational hours**

Normal airport operational hours shall be regarded as being **from 04:30 to 23:30** for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered cleaning staff compliment shall be sufficient to perform all required cleaning requirements.
3. During operational hours, the Contractor shall have sufficient personnel on-site to successfully attend to cleaning requirements.

Staff qualifications

It is noted that ACSA has listed the formal qualifications required under this contract. It will always remain the successful bidders' responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Furthermore, all applicable legislative requirements must be adhered to in rostering staff.

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

Performance Management

Sample of Incidents, response Times and Penalties:

Key Performance Area	Response times	When	Target	Penalties
Deep Cleaning of toilets	5 Hours	Weekly – Between 23:00 & 04:00	100% must be achieved	R 1 000 per deviation
Meeting & Maintaining Hygiene Standards and frequencies as detailed in the specifications		All times	100% must be achieved	R500 per deviation
Meeting ASQ requirements		Monthly	Rating of 4.2 as per ACSA KPI set by the board. Rating may change from time to time and any change will be communicated	10% of monthly management fee following three consecutive months of failing to achieve the prescribed minimum ASQ rating*
Failure to meet the contracted CPG for 3 consecutive months		Monthly	Minimum 50%	R10 000 per month until targets are met
The contractor fails to /neglects to disclose correct staffing levels and shortages to the Employer. (misrepresentation of information)		Daily	3 or more times	R1 000 per day of staff shortage
A staff does not meet the prescribed qualifications against the Contract specifications		Daily	3 or more times a month	R5000
Contractor Fails to provide a reliever for a post and leaves the post unmanned		Daily	3 or more times a month	R5000
A staff member's uniform does not meet the agreed upon standards and specification requirements.		Daily		R1000 immediate penalty – must be rectified within 7 days - if not rectified a penalty of R5000 will apply
The contractor's monthly or weekly reports do not meet the set requirements.		Weekly		If not submitted within 7 days of each month and if reasons not communicated – Penalty of R2500 per month

The contractor does not provide support as requested by the Employer during construction and any other instance where the request will have been made to the Contractor.		All times		Immediate – R5000 per incident
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Notification of Penalties:

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

Proposed Response Time by Station Operator, Technicians and Supervisor

In terms of the SLA, the below are the minimum standards for responses. This may differ for airport to airport due to size and square meter of area requiring rectification. The airports shall consider the times and amend their SLA's to suit operations. Minimum standard that Approved Contractor shall respond to all cleaning related faults as follows:

During service hours:

Type of Problem	Response Times	When
Hygiene cleaning of hygiene equipment	15 mins	Between 06:00-18:00
Detailed deep cleaning - B	1 week – per area identified	After 24h00
Detailed deep cleaning - A	3 days – per area identified	After 24h00

Quality Control Inspections

- The Approved Contractor shall ensure that an internal inspection system is in place in their area of work and these are conducted on an hourly basis.

The inspections shall be

1)	First Inspection:	Conducted by the Approved Contractor's Supervisor/ Manager at the start of the shift
2)	Daily and hourly inspections as per SLA of respective airport	As per SLA and performance KPI's of ACSA staff
3)	Second Inspection: (dependant on SLA, structure)	Conducted by the Approved Contractor's Operations Manager/Supervisor, together with the ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager
4)	Third Inspection:	Conducted weekly, every two weeks, monthly or once every six weeks by the ACSA B&FM Team, together with a Senior Representative of the Approved Contractor and his/her Supervisory Team/Operations/Area Manager of the contractor, as per structure of the Airport or SLA

- The performance of the Approved Contractor shall be monitored, a benchmark of eighty five (85) percent (%) of overall cleanliness must be achieved on a monthly basis using the ACSA QMS.

The Approved Contractor shall be expected to attain an ASQ rating that will be communicated by ACSA yearly based on ACSA Board Key Performance Indicators.

- A hygiene/cleaning action plan must be submitted on a monthly basis by the Approved Contractor to the ACSA Contracts Coordinator/ Supervisor/ Technician/ ACSA Client Manager/ IAM Department Manager.

Ablution Facilities Inspections

- An Ablution Facility inspection sheet shall be compiled by the Approved Contractor and kept in a holder provided in each ablution facility.
- A two-hourly inspection shall be conducted by the Approved Contractor's Supervisor on the ablution facilities, this inspection sheet must be signed following each inspection.
- An ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager shall inspect and sign this inspection sheet at least once a day for all toilets on the airport terminal buildings.

Airport	Response Time to identify deviation	Correction of minor to medium deviation	Correction of major deviation (to be assessed per event)
FABL	5 minutes	Within 15 minutes	An ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager shall assess the deviation and be present during the correction and
FACT	5 minutes	Within 15 minutes	
FAEL	5 minutes	Within 15 minutes	
FAGG	5 minutes	Within 15 minutes	
FAKM	5 minutes	Within 15 minutes	
FALE	5 minutes	Within 15 minutes	
FAPE	5 minutes	Within 15 minutes	

FAOR	5 minutes	Within 15 minutes	report the time it will take to rectify to IMC
FAUP	5 minutes	Within 15 minutes	

Where major deviations (e.g. water leaks), the ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager shall take charge of the supervision of the 'clean up' and ensure sufficient manpower and equipment is available to minimize disruption to airport operations. Where more than one Approved Contractor is in place for Cleaning Services, each Hygiene Services Approved Contractor shall have a common understanding to support in the areas of any other Approved Contractor by making equipment and staff available for the 'clean up' in the event of a major deviation. This is to ensure minimal disruption to airport operations.

Interpretation and terminology

Definition of Work Priority:

Requests, which are of urgent nature such as leakages, spillages, breakages etc. which require immediate attention.

Requests, which are routine nature, such as to perform additional cleaning for areas specified in the contract.

Requests, which are non-urgent nature, such as cleaning of additional areas not specified in the contract.

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

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

Definitions

No	Description	Definitions	Examples
1	Visible Area	Area easily seen by the eyes in a upright and usual motion position for an inspection unit	Table top, floor, wall
2	Non-visible Area	Area not easily seen by eyes and need to put some effort to see for an inspection unit	Behind the pillar, under the table
3	Inspection unit	Group of elements located within a spatial unit	Entrance and lobby, corridor, staircase
4	Element	Items in an inspection unit that are to be cleaned	Door, floor, wall, fixture
5	Dust	Light dust that cannot be seen by eyes	Thin layer of dust particle
6	Dirt	Accumulated dust that can be seen by eyes	Heavy black dust
7	Stain	Dried form of spillage	Beverage stain or other liquid fluid stain
8	Spillage	Accumulated of liquid fluid	Beverage spillage or any pool of liquid
9	Litter	Object / item that is left behind or dropped deliberately / accidentally by human activities	Man-made materials (paper, wrapper, waste)

No	Description	Definitions	Examples
10	Fixture	Object / item that is securely and usually attached to the wall or ceiling	Gantry, card access reader, fire extinguishers, fire alarm bell, Automated external defibrillator (AED), water taps, soap dispenser, switches, power points, Lan / telephone line
11	Signage	Sign used to provide information	Exit light, direction sign, Directory
12	Display	Items that are usually hang on the wall	Notice board, LCD display, poster / picture
13	Furniture	Movable items or objects	Table, chair, sofa, cabinet, locker, desk, side table, telephone, table-top
14	Planter	Decorative pot of plant	Pot of plant
15	Electrical Appliance	Appliance that are powered by electricity	Projector, PC, laptops, microwave, water dispenser, refrigerator, coffee machine

Sample Performance Evaluation Checklist

a. Performance and compliance monitoring

The Employer or his appointed representatives will monitor with the use of various methods as required; the performance and compliance of the contractor in terms of the provision of services in this contract.

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

1. Failure to maintain change room / Toilet facilities, in a neat and clean condition.
2. Failure to timeously advise the Employer of any incident that may have direct impact on the integrity of the airport.
3. Failure to disclose information relating to shortages, equipment and incidents to the Employer.
4. Failure to conduct any of the required evacuation drills in accordance with airport evacuation procedures and frequencies. (Such airport evacuation procedures will be provided to the successful bidder)
5. Failure to comply with training requirements as prescribed in the tender document and agreed between the parties.
6. Failure to submit required reports and schedules to the Employer as required.
7. Allows or causes an action or event to take place that has a negative impact on the activities on the premises.
8. Disregards or does not pay attention to lawful commands by the authorised representative of the Employer.
9. The contractor and/or its employees are negligent or slack in the execution of their duties.
10. The contractor and/or its employees behave disorderly or ill-mannered whilst rendering services.

Disorderly or ill-mannered behaviour may be, but not limited to, the following:

- a Walking in groups in the terminals and disregarding passengers and all other airport patrons,
- b Screaming or speaking to each other loudly in the presence of passengers and all other airport patrons; and
- c Solicitation of money/donations from passengers and all other airport patrons. This conduct is strictly prohibited.

11. The contractor and/or its employees use alcohol and/or drugs, or is under the influence of alcohol or drugs whilst rendering services.
12. Use of the premises of the Employer unlawfully.
13. Employees leave their posts without permission.
14. Employees sleep while on duty.
15. Acceptance of bribes. (A bribe means any benefit that a staff may acquire, that has the effect that the services are rendered contrary to the provisions of this agreement.)
16. Uniform is not up to standard or acceptable.
17. Does not comply with the laid-down OHS and SANS standards and guidelines.
18. Employees are not in possession of identity cards as required or falsely perform duties of a specific grade, without the necessary qualifications.
19. Employees may not take their phones to their post without the permission of a supervisor.
20. Employees may not speak to the press, release information or discuss events external to the Employer.
21. Employees not posted according to generic specifications (absent) or staffs not at positions of duty as determined by the job description.
22. Employees fail to report security breaches.

b. Penalty System

The following transgressions shall not be accepted. The service provider should ensure that their employees are oriented on these as part of a code of conduct. Incidents shall be reported on a monthly basis and where it is found that the management is failing to manage these transgressions the following penalties will apply

No.	Description	PENALTIES
1.	Staff found sleeping or taking part or possession of goods not belonging to them. i.e. Attempted theft	Service Provider Code of conduct applies
2.	ACSA incurred a loss as a direct result of the negligent action or omission of the contractor in the execution of his duties in terms of the SLA	Contractor will be responsible for damages
3.	Staff is paid less than the determined minimum wage in line with regulations including increases, bonus and statutory leave as per the BCE Act	Reported to Dept of Labour Penalty of R20 000
4.	Staff found using, while on duty at his/her post, personal electronic devices. i.e. Mobile phone, Tablet, Portable radio/ cd player, DVD players.	Service Provider Code of conduct applies
5.	The prescribed Job description, Evacuation procedure and Health and Safety plans and appointments not in place or maintained and do not meet with the prescribed guidelines, or revisions.	Notice of breach stipulating a turn around time for rectification
6.	The contractor or staff fail to carry out or maintain any specific instruction given by the ACSA in the execution of the services	Service Provider Code of Conduct applies
7.	Any legislative breaches and the failing to enforce legislation	Notice of breach stipulating a turn around time for rectification
8.	A staff was posted for the first time at the site without being introduced to the management or receiving the required site induction and site specific training.	First incident will receive a written

		warning. Subsequent incidents will draw a R2 500 fine
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c. Meetings and SLA reviews

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

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

Item	Description	Rating						Comments
	- System of work in place and connected to ACSA CMMS							
10.	Reaction Time:	1	2	3	4	5	N/A	
	- Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:	1	2	3	4	5	N/A	
	- Submission and updating of Safety Documents							
Total Score:		/ Total						%

Transgressions identified during the weekly inspections will be logged in the Transgressions penalty points system.

Rating Scale:

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

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

<u>Staff KPA Checklist</u>	2017/18				
	ACSA Representative:				
	Signature:				
	Contractor:				
	Representative Signature:				
Signature:					
KPA Categories (Rating = 1 -5)	Q1	Q2	Q3	Q4	Comments:
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	
General:					
General quality of Service					
Monthly Staff Management report received					
Number of incidents recorded					QTY
No repeat of incidents or non-conformances					
Meet priorities with timeous completion of tasks and reporting					
Knowledge of ACSA staff systems					
ASQ report benchmark met at 100% (score of 4.2)					%
Staffing:					
All permanent staff in possession of access cards					
Available for briefing, on-site training and meetings					
Staff scheduled training or refresher training provided - existing and new					
List of staff on site as mentioned or agreed					
Training:					

Staff and Safety Training provided on a regular basis in line with agreed training programme					
Emergency response training and evacuation drill carried out					
Proof of completion/qualification of training provided and training records shared					
Uniforms:					

Proper attire at all times, neat and clean - Uniforms, Personal Protective Equipment					
Reporting:					
Time and attendance system with Sign in / out details					
Communication books maintained and checked by management					
Report defects in the building					
Contractor Senior Manager visits and audit carried out bi-weekly or 6 times per quarter					
Emergency callout response time / Management					
Daily reports shared with the Employer					
Additional:					
ISO compliance where applicable					
Housekeeping/Health & Safety:					
Management attended Spill response training					
Worksite adheres to safety standards - demarcated, etc.					
Sluice rooms kept clean and neat at all times					
Housekeeping rules adhered to - walkways, etc.					
Schedule of tasks and agreements:					
Staff monitoring site 24 hours a day with the correct staff compliment					
Staff to remain on all their posts until relieved					
Control of lost and found items as per procedure					
Designated personnel trained and tested on first aid and fire fighting					
Environmental and Social Policies:					
Is the company involved in social upliftment programmes					
Is the Contractor meeting the Employer's minimum CPG target?					
Does the Contractor continuously assess the impact on the tasks and products being used on the environment					
<u>Scoring</u>					
Total	0	0	0	0	

Previous total	0.00	0.00	0.00	0.00	
Percentage deviation since last review	0.00%	0.00%	0.00%	0.00%	
<u>Additional Comments:</u>					

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

Service Level in relation to Machinery and Cleaning Equipment

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

Defect free liability period Machinery and Cleaning Equipment

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

Penalty scheme for Machinery and Cleaning Equipment

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

This addendum may not be terminated for convenience.

Penalties

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

Penalties are limited to a maximum of **R 5000/month**.

Penalty breakdown

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

Continuous Improvement Program for Machinery and Cleaning Equipment

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of Machinery and Cleaning Equipment
2. Use of cleaner and green technologies

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

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

Management strategy and start up.

The Contractor's plan for the service

The Contractor's plan for the service will informs both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use. This will enable the Service Manager to monitor the contractor performance and to access the adherence to KPI table.

Management meetings

The Contractor will be expected to attend meetings relating to Safety, maintenance, 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.

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Safety audit	Monthly	SOB ACSA Admin offices	Safety Officer, Contractor
Risk register and compensation events	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor
Overall contract progress and feedback	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor and _____

Contractor's management, supervision and key people

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. The respondent should submit a company organogram from the Contractor showing his/her people and their lines of authority /communication

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.