AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: RFQ 74847

TITLE OF PROJECT:
Provision of Escalator and Travelator Cleaning Services for a period of twelve (12) Months at O.R. Tambo International Airport

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at O.R TAMBO AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for The appointment of a contractor for the Provision of Escalator and Travelator Cleaning Services for a period of 12 months at O.R. Tambo International Airport

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the Provision of Escalator and Travelator Cleaning Services for a period of 12 months at O.R. Tambo International Airport.

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

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

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

(in words); (in figures) ____

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

for the contractor

Signature . . . . Date . . . .

Name . . . . Capacity . . . .

(Name and address of organisation) . . . .
. . . .

. . . .

Name and signature of witness . . . .

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

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this Form of Offer and Acceptance)
Part C2: Pricing data and Price List
Part C3: Service information.
Part C4: Site information

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

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

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

for the Employer

Signature . . . . Date . . . .

Name . . . . Capacity . . . . . .

Airports Company South Africa,
Western Precinct Aviation Park, O.R. Tambo International Airports,
Kempton Park, Johannesburg,
1632

Name and
signature
of witness . . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details .. . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details .. . .

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4 Subject . . . . . .

Details. . . . . .

. . . . . .

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5 Subject . . . . . .

Details . . . . . .

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	**A: Priced contract with price list**
	dispute resolution Option:	**W1: Dispute resolution procedure**
	and secondary Options:	**X1 Price Adjustment for inflation** **X2 Changes in the law** **X18: Limitation of Liability (as amended in Option Z)** **Z: Additional conditions of contract**
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is (Name):	**Airports Company South Africa SOC Limited**
	Address	Western Precinct Aviation Park, O.R. Tambo International Airports, Kempton Park, Johannesburg, 1632
10.1	The *Service Manager* is:	Manager Building Maintenance
11.2(1)	The *Accepted Plan* is	**Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.**
11.2(2)	The *Affected Property* is	Airports Company South Africa O R Tambo International Airport ACSA Admin. Building 3rd Floor North Wing Offices Kempton Park 1627
11.2(13)	The *Service* is	Provision of Escalator and Travelator Cleaning Services **as set out in Part C3 *Service Information*.**

11.2(14)	The following matters will be included in the Risk Register	Refer to attached Annexure F
11.2(15)	The *Service Information* is in	**The section titled Service Information included as Part C3 of this document.**
12.2	The *law of the contract* is the law of	**The Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**7 calendar days**
21.1	The period within which the Contractor provides the Contractor's Plan	**30 calendar days from Contract Date**

2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
3	**Time**	
30.1	The *starting date* is	Upon signing of the contract by ACSA
30.2	The *Service Period* is	**12 months from the *starting date***
4	**Testing and Defects**	**No data is required for this section of the *conditions of contract***
5	**Payment**	**Thirty (30) Days after the receipt of a valid tax invoice.**
50.1	The *assessment interval* is on the	15th day of each successive month (4) **weeks (not more than five)**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**30 days after the receipt of a valid tax invoice.**
51.4	The *interest rate* is	**The prime lending rate of the Nedbank Bank, as determined from time to time.**

6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Title**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	**Refer to Part C1.4**
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to Part C1.4**
9	**Termination**	**No data is required for this section of the *conditions of contract.***
10	**Data for main Option clause**	
A	**Priced contract with price list**	**Refer to Part C2**

11	**Data for Option W1**	
W1.1	The Adjudicator is	**The person appointed jointly by the parties from the list of adjudicators contained below**
W1.2	The Adjudicator nominating body is	**The current Chairman of Johannesburg Advocate's Bar Council**
W1.4	The tribunal is	**Arbitration**
W1.4	If the tribunal is arbitration, the arbitration procedure is	**The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)**
W1.4	The place where arbitration is to be held is	**Johannesburg, South Africa.**
W1.4	The person or organization who will choose an arbitrator	**The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.**

12	**Data for secondary Option**	
X1	**Price Adjustment for inflation**	**The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date* as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary**
X2	**Changes in the law**	**No data is required for this secondary option.**
X18	**Limitation of liability**	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	**Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	**The total of the costs incurred, or damages suffered to the employer's property.**
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	**The total of the costs incurred, or damages suffered to the employer's property.**
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	**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 costs incurred or damages suffered to the employer's property 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**

Z	**The *Additional conditions of contract* are** **Z1 – Z19**
	Amendments to the Core Clauses
Z1	Interpretation of the law
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the *Supervisor*, 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:**
Z2.1	**Delete core clause 20.1 and replace with the following:** 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.
Z5	**Termination**
Z5.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business recue proceedings".
	Amendment to the Secondary Option Clauses
Z7	**Limitation of liability:**
	Insert the following new clause as Option X18.6:
Z7.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses

Z8	**Cession, delegation and assignment**
Z8.1	The *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 not) of the *Contractor*
Z8.2	The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
Z9	**Joint and several liability**
Z9.1	If the *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 the Contract.
Z9.2	The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
Z9.3	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*.
Z10	**Ethics**
Z10.1	The *Contractor* undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works 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.
Z10.3	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, gratuity, 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.

Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *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* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer*'s Step-in rights

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

Z13.1 The *Contractor* keeps the Equipment used to Provide the Services 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 procures that his Subcontractors similarly, vis-a-vis the *Employer,* waive all liens they may have or become entitled to over such Equipment from time to time

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBBEE and Tax Clearance Certificates

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

Z18 Communication

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

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

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

Z19 **Delegation**

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The *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 AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993) & 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) and its regulations and

2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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** **O.R TAMBO INTERNATIONAL AIRPORT**
Physical Address: **Airport Company South Africa** Western Precinct Aviation Park, O.R. Tambo International Airports, Kempton Park, Johannesburg, 1632

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

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. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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 is in good standing with the Compensation Fund or Licensed Insurer.

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.

a. Public Liability Insurance Cover as required by the Subcontract Agreement.

b. 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.

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 OHSAct 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 OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment

without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. 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 by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

PART C2: PRICING DATA

C2.1 Pricing Assumptions

1. The Contract Data, Scope of Work, drawings and any other documents mentioned or referred to are to be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he/she shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Tenderer shall be VAT Exclusive prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will be adhered to.
11. Variations in the scope and extent of the work shall be allowed to meet the Project Manager’s requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the amount of the contract sum.
13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Project Manager.
14. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 The Price List

TOTAL PRICE SUMMARY TABLE

ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY

DESCRIPTION	UOM	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1
1.1. Permits / Induction trainings	Every 2nd year		
1.2. Management fee – Administration overheads/ expenses/ breakdown- monthly cost	Monthly		
1.3. Uniforms and PPE* [specify replacement cycle in months]	Monthly		
1.4. All personnel labour cost	Monthly		
1.5. Machinery	Monthly		
1.6. Equipment (Buckets, trolley, etc..)	Monthly		
1.7. Chemicals & consumables	Monthly		
1.8. Cellphone	Monthly		
Total (excl. VAT)		R	R

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

Preliminary, Generals & Contract Administration

Permit Costs – At Cost

DESCRIPTION	UOM	Quantity	Rate	Total amount per annum
Personnel permits	Each	6		
Airside Induction Training/ Refresher	Each	6		
Avsec training	Each	6		

- ***1st Payment will be released as a once off initiation fee based on proven costs, no mark-up to be added (Inception of contract)***
- ***2nd Payment will be released at the 1st renewal of permits (End of year 2)***
- ***3rd Payment will be released at the 2nd renewal of permit (End of year 4)***
- ***Permits will be priced, using the attached (annexture) list of the latest permit price list.***
- ***1x permit for the team leader to have icon for cellphone use.***

Management Fee – Administration overheads/expensed breakdown – Monthly costs

Administration activity and/or overheads/expenses	UOM	Unit cost	Unit Cost	Total monthly fee (Pro rata)
Insurance	Monthly	1		
Fee for OHS requirements	Monthly	1		
Safety file	Once off			
Training Costs	Monthly			
Other: Specified by bidder	Monthly			
Total				

Uniform/ PPE – Monthly (Replacement cycle in months* every 25 months)

Description	UOM	Quantity	Unit Cost	Total monthly fee
Uniform/ PPE				
Other				
Total				

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

All Personne labour cost

Description of management/ administration resource type	Hours per month per resource (Measure in numbers)	Resource rate/hour	Total amount per resource per month	Number of resources	Monthly rate per resource	Total monthly fee
Team leader/ Supervisor **(1)** (20h00 pm – 04h30 am)						
Machine operator/ Cleaner **(2)** (20h00 pm – 04h30 am)						
Cleaning assistants **(3)** (20h00 pm – 04h30 am)						
Total						

- *Please provide a management fee breakdown in terms of human resource cost*
- *This fee will be inclusive of public holidays, weekends and overtime and right shift allowance for night shift workers*
- *Payment will be subject to proven costs*
- *Hourly calculations*
  - *Shift workers (8-hour shift) plus 30-minute break*
  - *40 hours per week x 4.33 weeks = 173.2 hours per month*

Cleaning service labour rate breakdown

DESCRIPTION		Rate	
		Machine Operations	Supervisor/ Team Leader
Basic salary			
Hourly rate	State hourly rate		
Daily Rate	Hourly rate x daily hours		
Weekly wage cost	Hourly wage x weekly hours		
Monthly wage cost	Monthly hours x hourly wage		
Provisions			
Annual leave provision	15 days per year		
Sick pay	10 days per year		
Family responsibility leave	3 days per year		
Other			
Pension/ Provident fund	5.25% contributions monthly		
Bonus	4.33% weeks for a full 12 months		
Severance pay	1.92%		
COID	1.6% of total monthly wage		
UIF	1% of monthly wage		
Skills deployment levy	1% of monthly wage		
Operators allowance			
Supervisor/ team leader allowance			
Night shift allowance			
Other benefits			
Monthly total			
Hourly rate			

Machinery cost breakdown

Specification	New	Used	Manufacturer/ Model	Quantity	Unit rate	Total monthly cost
Escalator/ Travellator machine						

- *In the event of machinery breaks down, the said machinery shall be replaced in line agreed SLAs as 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.*

Equipment

Specification	Quantity	Unit Rate	Total monthly cost
Buckets/ Trolley with bucket			
Messlin cloths per kg			
Signage and barricading			
Total			

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

Chemicals and consumables cost: 3rd party procurement and services

- *Chemicals and consumables will be charged at a cost-plus mark-up.*
- *VAT shall not form part of mark-up calculation*
- *Cost shall not be net cost (excluding VAT) of consumables supplied to site with all discounts deducted.*
- *Mark-up percentage will be subjected to negotiations between the bidder and ACSA.*

DESCRIPTION	Mark-up percentage
Cleaning chemicals and consumables	

List of Chemicals and Consumables

DESCRIPTION	UOM	Rate per unit	Quantity	Monthly cost
Chemicals				
Provision cost item – To be based on proven cost				
Approved list of chemicals				
Aggressive OEM approved cleaning agent appropriate for escalators and travellator using appropriate equipment	20Litre			
Gloves (If required)				
Other				
Total				

- *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 to keep the prices in line with the fair market pricing.*
- *All chemicals must be SANS approved.*
- *Items must be billed on proven/actual consumption cost.*
-

Expenditure over sixty months contract including *price adjustments

The contract value table

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 service information for activities that needs to be priced. Only items listed in this activity schedule may be billed to the employer.

Period	Annual increase	Rand value
Year 0 to 1	0%	R
Years 1 to 2	6%	R
Years 2 to 3	6%	R
Years 3 to 4	6%	R
Years 4 to 5	6%	R
5-years estimated contract value (TOTAL YEAR 1 + 2 + 3 + 4 + 5) **	**R**	

***Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices (Headline year-on-year rates). 6% escalation be used for illustrative purposes.*

- *Bidders are required to carry down the annual contract value from the activity-based price schedule – Cleaning costs summary. The value must be carried down under period 0 to year 1.*
- *Escalations to be added to the annual contract value going forward will be approximately 6% per annum. This will be subjected to published consumer price index (CPI) increase.*
- *Price adjustments will take place on the anniversary of the contract year; however, the escalation will not be an automatic adjustment.*
- *Bidders are required to submit proof of a change in prices as supporting documentation for the request for contract price adjustment. ACSA reserves the right to negotiate such contract price adjustment.*
- *Bidders are required to submit proof of changes in prices as supporting documentation for the request for contract price adjustment. Supporting documentation may include bargaining council increase confirmation, sectorial determination gazette labour increase, supplier increase letters, etc.*

*****THIS AMOUNT TO BE CARRIED OVER TO C1.1 FORM OF OFFER AND ACCEPTANCE***

Labour rates and Mark-up

Any work not included under part c2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Description	Rates	UOM	hours	Cost
Supervisor		1	160	
Machine operator		1	160	
Machine operator		1	160	
General cleaning/ assistants		3	160	
			Total Cost	

All rates to exclude VAT. Subject to an agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased to cater for special needs that may arise from time to time

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

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Airports Company South Africa SOC Ltd hereby invites proposals for the provision of, escalator and travellator cleaning services at O.R. Tambo International Airport for a period of 60 months. 52

The successful bidder will provide cleaning of escalators and travellators. 52

1. General escalator and travellator cleaning services per cycle to be agreed to 52

2. Supply of all cleaning consumables and materials; and 52

3. Supply and maintenance of all cleaning equipment, machinery and labour. 52

In general, the scope of work should cover cleaning of all escalator steps and travellators Dunlop star glide. 52

Location of the works 52

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Description of the *service*

Executive overview

The objective is to maintain the immediate Airport environment of the General Infrastructure at O.R Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the provision of Escalator and Travelator Cleaning Services at O.R Tambo International Airport to aid the property in this regard.

Employer's requirements for the service

As reflected on the Bid Document, The *Contractor* will:

- Provide Escalator and Travelator cleaning services at O.R Tambo International Airport that includes all the facilities at Airport Company South Africa (ACSA). The Bidder will be appointed directly by Airports Company of South Africa.
- Provide good housekeeping that must be always observed.

Also note the requirements below:

a) Provision of a work method statement.

b) Provision of a continuous improvement plan

c) Provision of Risk Assessment

d) Provision of Safety file

e) Provision of guarantees to completed works in terms of workmanship and materials.

f) Certain works to be executed after normal operational hours and during normal operational hours prior to approval from the ACSA contracts manager.

g) No works are to take place without permission and authorisation of the ACSA contracts manager.

h) No works are to take place if a security breach has not been secured, applicable restricted areas.

Extent of the works

The *Contractor* is required to supply all associated equipment, material, machinery, labour and tools that may be required to execute the works.

Provide all necessary consumables for cleaning of the escalators and travellators.

The *Contractor* will be responsible for providing staff that is sufficiently skilled and qualified for successful execution of the works. The staff team should have experience and knowledge of cleaning and handling of the facility equipment and work assigned to them. The *Contractor* shall comply with the Minimum Staffing Schedule always as stipulated in this document. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The *Contractor* shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The *Contractor* shall further ensure that any staff member partaking baggage pilferage or other criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed as planned or scheduled weekly/monthly, notwithstanding emergencies that may affect the planning or schedule of the works.

The *Contractor* will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Project Manager, Site Supervisor/ Senior staff members on-site are always immediately reachable via cell phone.

The Contractor shall keep accurate daily records of staff attendance, safety inspections and exception reports. Records shall be available for scrutiny by the Project Manager at any time. All records shall be in a format as agreed with the Project Manager.

The *Contractor* shall submit a written report to the Project Manager on any items/units which could adversely affect the operation of the ACSA facility or any equipment which needs attention beyond the scope of the contract.

The Contractor shall ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed from time to time.

Current airport requirements are safety shoes, work suit and a uniquely company branded and numbered reflective jacket (for easy identification via CCTV).

All work shall be charged according to the Price list. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

PROCUREMENT

Preferential procurement procedures Requirements

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

The Contractor must adhere to all airport requirements regarding fire resistance, health and safety and quality when procuring replacement fencing components.

ACSA currently requires that no casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA.

SUBCONTRACTING

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

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations, Environmental Management Act regulations, ICAO regulations and all other legislation that might be relevant to this Contract or the execution thereof.

In addition, all work shall be carried out in accordance with prevailing industry norms and best engineering practice as well as OEM requirements.

Planning and programming

All operations shall be inspected and scheduled; a schedule presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any airport operations.
The Contractor may not utilize scheduled maintenance staff for any other work than those as specifically described in this Contract. This implies that staff dedicated to this contract will not be used for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should the employer benefit by the arrangement.

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:
Assisting with emergency repairs
Re-scheduling of work to accommodate other contractors
Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
Checking on other contractors in order to reduce risk
Pointing out services to consultants or other contractors
Providing access to other contractors
Attending co-ordination and planning meetings
Removing rubble and/or equipment from site
Training of ACSA operators and/or technicians
Providing of system data to ACSA or it's consultants
Recommending improvement on maintenance procedures
Co-operating with ACSA Security relating to security initiatives

Quality plans and control
The Contractor must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards.

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

At no time shall the Contractor:
allow any pollutant or toxic substance to be released into the air or storm water systems interfere with, or put at risk, the functionality of any system or service cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided as part of the tender returnable documentation. This will, as a minimum, include all persons from supervisor level to management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, health and safety, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The Contractor shall not submit claims for payment for attending any of these meetings.

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically.
Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time.

Equipment, Spares and Materials: It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials.

Safety and Housekeeping: Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CIA). It is the Contractors responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

With reference to the OHS ACT it will be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

Maintenance history: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report. On request from ACSA the contractor shall submit a preliminary failure report on any breakdown incident within 24 hrs of the occurrence and thereafter submit a final report on the incident within 1 month. The report should include the following:

1. Details of the Incident
2. Executive summary
3. Sequence of Events
4. Findings
5. Root cause
6. Contributory causes
7. Recommendations/Actions

Continual improvement: This contract encourages the analysis of maintenance trends to identify deficiencies and implementation of improvement actions.

Interpretation and terminology

1. Definitions

In this contract the following words and expressions shall have the following meanings:

1.1 "ACSA" - means the Airports Company South Africa, a company registered in accordance with the laws of the Republic of South Africa with registration number - 1993/004149/06

1.2 "Contract" - means the written agreement entered into between ACSA and the Contractor, on or about (Contract Reference CTIA RFQ - Rubber removal services), as amended, varied, restated, novated or substituted from time to time.

1.3 "Contractor" - means a company registered in accordance with the laws of the Republic of South Africa with a valid local registration number.

1.4 "Carriageway and Freeway" - The carriage way or freeway shall also mean the asphalt surface area of the runways, taxiways and the concrete aprons.

1.5 "General Conditions of Contract" - Omit from second line the words 'National and Provincial' and add to third line after works as prepared by Committee of Land Transport Officials (COLTO).

1.6 "Road Prism" - The road prism shall also mean the prism of the runways, taxiways, and aprons.

1.7 "Shoulder" - In the case of runways, taxiways and aprons, the shoulder is the portion of the runway, taxiway or apron adjacent to the pavement layers.

1.8 "Airport" - An airport is the ground area including the buildings, which are used partially or as a whole for the landing, take-off or ground movements of aircraft.

1.9 "Runway" - A runway is the area normally used by aircraft for landing and take-off.

1.10 "Taxiway" - A taxiway is the area normally used by aircraft for movements between the runway and the apron, and includes inactive runways used for other purposes.

1.11 "Threshold" - The threshold is the beginning of that portion of the runway used for the take-off and landing of aircraft and thresholds may temporally be displaced. The clearway is the area beyond thresholds.

1.12 "Airside" - The airside of the airport is the Security controlled area where movement of aircraft takes place. For the purpose of this contract, access to the airside is through the contractor's gate.

1.13 "Landside" - Is the area of the airport to which the public has unrestricted access.

1.14 "Apron" - The apron of an airport is the hardened area used for the parking of aircraft and where passengers normally board or disembark cargo is loaded onto or from aircraft and refuelling or aircraft maintenance takes place.

1.15 "Control Tower" - The building used by personnel when controlling aircraft and vehicle traffic on the airside of the airport.

1.16 "Runway and Taxiway Strip" - It is the area adjacent to the runway extending to 75m on either side of the centre line of the runway and 47.5m from the centre line on the taxiway.

1.17 "Movement Area" - That part of an airport to be used for the surface movement of aircraft, including manoeuvring areas and aprons.

1.18 " Markings" - Symbols, lines, words and figures displayed on the surface of a movement area, or special visual distinguishing features added to vehicles.

1.19 "Perimeter Road" - A road within the airside to facilitate travel of vehicles to various areas and to remain clear off the manoeuvring areas.

1.20 " Restricted Area" - A part of an airport designated by notices posted by the airport manager, access to which is restricted to persons holding an authorised identification card valid for that part of the airport.

1.21 "Vehicle" - Any self-propelled ground surface vehicle or mobile equipment (including specialised aircraft servicing vehicles and ramp equipment).

1.22 "Approve Issuing Authority" - An organisation approved by the airport manager to issue airport security permits and airside vehicle permits.

The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
ORTIA	O.R Tambo International Airport
ICAO	International Civil Aviation Authority
SANS	South African National Standards
CAA	Civil Aviation Authority
NKP	National Key Point
RWY	Runway
TWY	Taxiway
RESA	Runway End Safety Area
ILS	Instrument Landing System

Management strategy and start up.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last week of the month at 09h00__	ORTIA	Employer, Contractor
Overall contract progress and feedback	Monthly on last week of the month at 09h00_	ORTIA	*Employer* and *Contractor*

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.

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

State any additional constraining requirements on *Contractor*'s supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogram from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall always comply with the Minimum Staffing requirements. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site compliment and is sufficient to maintain the required service levels.

The Contractor will ensure that his/ her staff taking sick leave, paid leave and will allow for all staff related eventualities.

Provision of bonds and guarantees

N/A

Documentation control

All contractual communication will be in the form of formal letters or forms attached to e-mails and not the as a message in the e-mail itself.

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in the format as agreed with the Service Manager.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Airports Company South Africa SOC Ltd

Western Precinct Aviation Park, O.R. Tambo International Airports,
Kempton Park, Johannesburg,
1632

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager;*
The contract number and title;
Contractor's VAT registration number;
The *Employer*'s VAT registration number _4930138393;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Invoices shall be submitted as an original hard copy or an electronic copy

Contract change management

N/A

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

N/A

Insurance provided by the *Employer*

Refer to ACSA Insurance Clauses C1.4: ACSA INSURANCE CLAUSES

Training workshops and technology transfer

Permits

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

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

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

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

Design and supply of Equipment

N/A

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

Equipment

N/A

Information and other things

N/A

Management of work done by Task Order

Health and safety, the environment and quality assurance

Health and safety risk management

Health and safety

Health and safety requirements and procedures

All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

Safety documents for all works must be handed to safety department at least 30 days prior to doing any work. Contractors must have a monthly meeting with safety department on compliance to safety documents. Safety documents: Safety plan, notification of construction work, risk assessment, mandatory forms, airside work safety plan, risk rating procedure, OHS construction specifications, T050 009M service & maintenance contractors, contractors legal compliance checklist, ACSA incident notification form, and contractor's airside safety specifications

Hot works permit is obtainable from Fire & Risk Department/ Safety Department – The shift controller on duty will issue the permit.

Letter of good standing is a legislated requirement – Without this letter, no works can take place at the airport.

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

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

Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused because of the infringement at his/her own expense.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

Any process in the above-mentioned areas involving open flames, sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport safety requirement). All costs relating to uniforms shall be for the Contractor's account.

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.

Protection of the public

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

Barricades and lighting

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

The Contractor shall comply with the health and safety requirements contained in section 3 to this Service Information.

Environmental constraints and management

AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
ENVIRONMENTAL MANAGEMENT
POLICY - T010P

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce energy consumption.
- Actively seek out opportunities to reduce our carbon footprint, as well as that of the aviation industry.
- Measure our carbon footprint at Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed: **Date: 17th January 2017**

Issue No: 10

Chief Executive Officer: Airports Company South Africa SOC Limited

The *Contractor* shall comply with the environmental criteria and constraints stated in Section 3

Quality assurance requirements

The Contractor must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards.

Procurement

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment and spares. All structural steel procured shall always be hot dipped galvanized unless otherwise specified. The 3rd Party Mark-up shall be applicable to all third-party procurement materials not priced in the bill of quantities.

People

Minimum requirements of people employed

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Supervisor, Machine operator, Health & Safety staff to Management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All foreigners employed by the Contractor shall have valid South African work permits.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

BBBEE and preferencing scheme

Contractor must have a valid Broad Based Black Economic Empowerment (B-BBEE) Certificate or a valid letter from chartered accountant confirming the BBBEE status if the entity is an Empowering supplier in terms of the DTI Codes of Good Practice.

Subcontracting

Preferred subcontractors

N/A

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

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

Attendance on subcontractors

N/A

Plant and Materials

Specifications

All supplied fabricated iron and steel parts shall be hot dip galvanized to the SABS specification unless otherwise agreed with employer representative.

Equipment, Spares and Material:

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials or have access to that equipment available must be provided.

Detailed description of equipment available must be provided.

Correction of defects

Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before the failure occurred.

The minimum preventative maintenance to be effected on all work areas listed in the contract and details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent failures as detailed in the contract from occurring. The Contractor will be held liable for the repair of any failure as a result of corrosion or damage and the Contractor must identify the critical areas on their maintenance report and notify the contract supervisor for the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.

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

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and all materials required for maintenance work.

Tests and inspections before delivery

The contractor shall ensure that inspections are carried out and applicable tests certificates are available and kept on file.

Plant & Materials provided "free issue" by the *Employer*

No Plant and Material will be provided by the Employer and the Contractor to have all required and necessary plant and materials.

Working on the Affected Property

Location of the works

The Works are located at O.R Tambo International Airport at access-controlled areas (landside and airside). It is crucial for the Contractor to note that ORTIA is a National Key Point and governed as such.

Nature of Service

a) The areas where the services are needed will be on airport facility Airports Company South Africa.

b) The policies of the ACSA Maintenance & Engineering Department, ACSA Environmental and Aviation Safety Department, ACSA Airfield Rescue and Fire Fighting Department as well as the ICAO Standards and CAA Regulations will be always adhered to.

Environment

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

At no time shall the Contractor:

1. allow any pollutant or toxic substance to be released into the air or storm water systems

2. interfere with, or put at risk, the functionality of any system or service

3. cause a fire or safety hazard, a hot works permit is to be obtained prior to any hot works repairs.

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

Contractor shall provide to his/her employees all necessary training, i.e. airside induction, AVOP required to obtain airside permits. The training will enable employees to obtain permits, and not compensation shall be made by the employer for the cost of permits which include but not limited to vehicle and personnel permits. Contractor shall ensure all vehicles requiring access to airside shall meet all the airside vehicle requirements and shall have valid airside permits.

Vehicles requiring access to airside must be less than 6 years old, squitters/ transponders will be required for vehicles required to enter the manoeuvring area and airside vehicles must comply to the required branding.

People restrictions, hours of work, conduct and records

Restrictions and hours of work will apply on some sites at CTIA including the aprons and high traffic movement areas. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors where applicable. The Service Manager shall have access to the records at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Contractor shall comply to all requirements stated in the tender including those stated in the Airside Safety Plan which is to be in place before any work can take place on airside. These requirements are in addition to those of the OHSA Act. The Clinic is available in the Airport Terminal Building for use at own cost.

Emergency Preparedness

A contractor shall provide ACSA with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure shall be communicated to employees and a proof of such training shall be kept on file for reference. A list of emergency contact numbers shall be conspicuously displayed on site for ease reference. An evacuation plan shall be displayed in strategic places.

A contractor shall provide ACSA Safety with a full record of any incidents which may occur on site.

Environmental controls, fauna & flora

See general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency works
- Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Training of ACSA operators and/or technicians
- Providing of system data to ACSA or it's consultants
- Recommending improvement on maintenance procedures
- Co-operating with ACSA Security relating to security initiatives

Records of *Contractor*'s Equipment

Service and Maintenance records of Contractors' vehicles and/ or equipment shall be made available on request by Service Manager.

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

Employer shall if and when required provide a power supply point, water supply, domestic waste disposal (no hazardous waste) which the contractor will be required to pay for the installation and usage. Contractor will be shown nearest ablution facilities and will have to provide own fire protection systems. The Contractor shall provide at their own cost everything else necessary for providing the Service.

Provided by the *Contractor*

Contractor shall if and when required provide own storage containers, provide all lighting equipment required for the night and everything else necessary for Providing the Service. The Contractor will not be allowed to use two way radios at the Airport unless these radios are of the type as approved by the ACSA IT Department. All the services facilities shall be discontinued upon completion of the contract.

Control of noise, dust, water and waste

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A) have undergone a baseline audiometric test prior commencement of construction work and SABS approved ear protection is provided and worn at all times. Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. At no time shall the Contractor allow any pollutant or toxic substance to be released into the air or storm water systems.

Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a licensed general or hazardous class landfill site. Under no circumstances shall solid or liquid waste be dumped illegally, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area.

Hook ups to existing works

Contractor should always be mindful and accept that airport operation shall take first preference before maintenance work.

Tests and inspections

Description of tests and inspections

N/A

Materials facilities and samples for tests and inspections

Copies of the Material Safety Data Sheet for chemicals used or chemicals brought to site by the contractor should always be available on the Safety File or in the vicinity of the chemical storage areas or vehicle transporting the chemicals.

PART C4: SITE INFORMATION

Service Information

Overview of requirements

Airports Company South Africa SOC Ltd hereby invites proposals for the provision of, escalator and travellator cleaning services at O.R. Tambo International Airport for a period of 60 months.

The successful bidder will provide cleaning of escalators and travellators.

1. General escalator and travellator cleaning services per cycle to be agreed to
2. Supply of all cleaning consumables and materials; and
3. Supply and maintenance of all cleaning equipment, machinery and labour.

In general, the scope of work should cover cleaning of all escalator steps and travellators Dunlop star glide.

Location of the works

The Works are located at O.R. Tambo International Airport – Landside and restricted and access-controlled areas. It is crucial for the Contractor to note that O.R. Tambo International Airport is a National Key Point and governed as such.

List of equipment to be cleaned

Equipment tag number	Government Number	Type	OEM	Number of steps	Location
ME1	JESC784	Escalator	Schindler	60	MSP1
ME2	JESC785	Escalator	Schindler	60	MSP1
ME3	JESC786	Escalator	Schindler	60	MSP1
ME4	JESC787	Escalator	Schindler	60	MSP1
ME5	JESC788	Escalator	Schindler	52	MSP1
ME6	JESC789	Escalator	Schindler	52	MSP1
ME7	JESC790	Escalator	Schindler	52	MSP1
ME8	JESC791	Escalator	Schindler	52	MSP1
ME9	JESC792	Escalator	Schindler	52	MSP1
ME10	JESC793	Escalator	Schindler	52	MSP1
ME11	JESC794	Escalator	Schindler	52	MSP1
ME12	JESC795	Escalator	Schindler	52	MSP1
ME13	01/E311	Escalator	Schindler	52	MSP1
ME14	01/E312	Escalator	Schindler	52	MSP1
ME15	01/E313	Escalator	Schindler	52	MSP1
ME16	01/E314	Escalator	Schindler	52	MSP1
ME17	01/E415	Escalator	Schindler	60	MSP2
ME18	01/E416	Escalator	Schindler	60	MSP2
ME19	01/E417	Escalator	Schindler	60	MSP2
ME20	01/E418	Escalator	Schindler	60	MSP2

ME21	01/E419	Escalator	Schindler	60	MSP2
ME22	01/E420	Escalator	Schindler	60	MSP2
ME23	01/E421	Escalator	Schindler	60	MSP2
ME24	01/E422	Escalator	Schindler	60	MSP2
E8	01/E176	Escalator	Schindler	70	TB
E9	01/E177	Escalator	Schindler	70	TB
E10	01/E178	Escalator	Schindler	70	TB
E11	01/E179	Escalator	Schindler	70	TB
E12	01/E180	Escalator	Schindler	70	TB
OE1	01/E77	Escalator	Melco	87	TB
OE2	01/E78	Escalator	Melco	87	TB
OE3	01/E79	Escalator	Melco	87	TB
OE4	01/E80	Escalator	Melco	87	TB
OE5	01/E81	Escalator	Melco	87	TB
OE	01/E82	Escalator	Melco	87	TB
OE7	01/E83	Escalator	Schindler	65	CTB
E1	01/E323	Escalator	Schindler	65	CTB
E2	01/E327	Escalator	Schindler	65	CTB
E3	01/E321	Escalator	Schindler	65	CTB
E4	01/E322	Escalator	Schindler	70	CTB
E5	01/E328	Escalator	Schindler	70	CTB
E6	01/E324	Escalator	Schindler	70	CTB
E7	01/E330	Escalator	Schindler	65	CTB
E8	01/E331	Escalator	Schindler	65	CTB
E9	01/E333	Escalator	Schindler	65	CTB
E10	01/E334	Escalator	Schindler	65	CTB
E17	01/E319	Escalator	Schindler	105	CTB
E18	01/E320	Escalator	Schindler	105	CTB
E19	01/E329	Escalator	Schindler	105	CTB
E20	01/E332	Escalator	Schindler	105	CTB
E21	01/E325	Escalator	Schindler	105	CTB
E22	01/E335	Escalator	Schindler	105	CTB
E23	01/E396	Escalator	Schindler	60	CTB
E24	01/E397	Escalator	Schindler	60	CTB
E25	01/E326	Escalator	Schindler	75	CTB
E26	01/E453	Escalator	Schindler	60	CTB
E27	01/E454	Escalator	Schindler	60	CTB
E28	01/E455	Escalator	Schindler	60	CTB
E29	01/E456	Escalator	Schindler	60	CTB
E30	01/E457	Escalator	Schindler	60	CTB

E31	01/E458	Escalator	Schindler	90	CTB
E32	01/E459	Escalator	Schindler	90	CTB
E33	01/E456	Escalator	Schindler	90	CTB
E34	01/E464	Escalator	Schindler	90	CTB
AE03	01/E90	Escalator	Schindler	57	TA
AE04	01/E91	Escalator	Schindler	57	TA
AE09	01/E92	Escalator	Schindler	70	TA
AE10	01/E93	Escalator	Schindler	70	TA
AE11	01/E94	Escalator	Schindler	105	TA
AE12	01/E95	Escalator	Schindler	105	TA
AE15	01/E98	Escalator	Schindler	62	TA
AE16	01/E99	Escalator	Schindler	62	TA
AE17	01/E100	Escalator	Schindler	62	TA
AE18	01/E101	Escalator	Schindler	105	TA
AE19	01/E346	Escalator	Schindler	105	TA
AE20	01/E347	Escalator	Schindler	105	TA
AE23	01/E102	Escalator	Schindler	87	TA
AE24	01/E103	Escalator	Schindler	87	TA
AE34	01/E104	Escalator	Schindler	105	TA
AE35	01/E105	Escalator	Schindler	105	TA
E35	01/E463	Escalator	Schindler	70	TA
E36	01/E36	Escalator	Schindler	70	TA
E37	01/E37	Escalator	Schindler	70	TA
E38	01/E460	Escalator	Schindler	70	TA
E41	01/E41	Escalator	Schindler	60	TA
E42	01/E42	Escalator	Schindler	60	TA
IPEO1	01/E292	Escalator	Schindler	146	North Pier
IPE02	01/E295	Escalator	Schindler	146	North Pier
IPE03	01/E293	Escalator	Schindler	80	North Pier
IPE04	01/E294	Escalator	Schindler	80	North Pier
IPE05	01/E291	Escalator	Schindler	70	North Pier
IPE06	01/E296	Escalator	Schindler	70	North Pier
E36	01/E461	Escalator	Schindler	70	TA
E37	01/E462	Escalator	Schindler	70	TA
ME1	JESC784	Escalator	Schindler	60	MSP1
ME2	JESC785	Escalator	Schindler	60	MSP1
ME3	JESC786	Escalator	Schindler	60	MSP1
ME4	JESC787	Escalator	Schindler	60	MSP1
ME5	JESC788	Escalator	Schindler	52	MSP1
ME6	JESC789	Escalator	Schindler	52	MSP1

ME7	JESC790	Escalator	Schindler	52	MSP1
ME8	JESC791	Escalator	Schindler	52	MSP1
ME9	JESC792	Escalator	Schindler	52	MSP1
ME10	JESC793	Escalator	Schindler	52	MSP1
ME11	JESC794	Escalator	Schindler	52	MSP1
ME12	JESC795	Escalator	Schindler	52	MSP1
ME13	01/E311	Escalator	Schindler	52	MSP1
ME14	01/E312	Escalator	Schindler	52	MSP1
ME15	01/E313	Escalator	Schindler	52	MSP1
ME16	01/E314	Escalator	Schindler	52	MSP1
ME17	01/E415	Escalator	Schindler	60	MSP2
ME18	01/E416	Escalator	Schindler	60	MSP2
ME19	01/E417	Escalator	Schindler	60	MSP2
ME20	01/E418	Escalator	Schindler	60	MSP2
ME21	01/E419	Escalator	Schindler	60	MSP2
ME22	01/E420	Escalator	Schindler	60	MSP2
ME23	01/E421	Escalator	Schindler	60	MSP2
ME24	01/E422	Escalator	Schindler	60	MSP2
E8	01/E176	Escalator	Schindler	70	TB
E9	01/E177	Escalator	Schindler	70	TB
E10	01/E178	Escalator	Schindler	70	TB
E11	01/E179	Escalator	Schindler	70	TB
E12	01/E180	Escalator	Schindler	70	TB
OE1	01/E77	Escalator	Schindler	87	TB
OE2	01/E78	Escalator	Schindler	87	TB
OE3	01/E79	Escalator	Schindler	87	TB
OE4	01/E80	Escalator	Schindler	87	TB
OE5	01/E81	Escalator	Schindler	87	TB
OE6	01/E82	Escalator	Schindler	87	TB
OE7	01/E102	Escalator	Schindler	87	CTB
E1	01/E102	Escalator	Schindler	65	CTB
E2	01/E102	Escalator	Schindler	65	CTB
E3	01/E102	Escalator	Schindler	70	CTB
E4	01/E102	Escalator	Schindler	70	CTB
E5	01/E102	Escalator	Schindler	70	CTB
E6	01/E102	Escalator	Schindler	70	CTB
E7	01/E102	Escalator	Schindler	65	CTB
E8	01/E102	Escalator	Schindler	65	CTB
E9	01/E102	Escalator	Schindler	65	CTB
E10	01/E102	Escalator	Schindler	65	CTB

E17	01/E102	Escalator	Schindler	105	CTB
E18	01/E102	Escalator	Schindler	105	CTB
E19	01/E102	Escalator	Schindler	105	CTB
E20	01/E102	Escalator	Schindler	105	CTB
E21	01/E102	Escalator	Schindler	105	CTB
E22	01/E102	Escalator	Schindler	105	CTB
E23	01/E102	Escalator	Schindler	60	CTB
E24	01/E102	Escalator	Schindler	60	CTB
E25	01/E102	Escalator	Schindler	75	CTB
E26	01/E102	Escalator	Schindler	75	CTB
E27	01/E102	Escalator	Schindler	60	CTB
E28	01/E102	Escalator	Schindler	60	CTB
E29	01/E102	Escalator	Schindler	60	CTB
E30	01/E102	Escalator	Schindler	60	CTB
E31	01/E102	Escalator	Schindler	90	CTB
E32	01/E102	Escalator	Schindler	90	CTB
E33	01/E102	Escalator	Schindler	90	CTB
E34	01/E102	Escalator	Schindler	90	CTB
AE03	01/E102	Escalator	Schindler	57	TA
AE04	01/E102	Escalator	Schindler	57	TA
AE09	01/E102	Escalator	Schindler	70	TA
AE10	01/E102	Escalator	Schindler	70	TA
AE11	01/E102	Escalator	Schindler	105	TA
AE12	01/E102	Escalator	Schindler	105	TA
AE15	01/E102	Escalator	Schindler	62	TA
AE16	01/E102	Escalator	Schindler	62	TA
AE17	01/E102	Escalator	Schindler	62	TA
AE18	01/E102	Escalator	Schindler	105	TA
AE19	01/E102	Escalator	Schindler	105	TA
AE20	01/E102	Escalator	Schindler	105	TA
AE23	01/E102	Escalator	Schindler	87	TA
AE24	01/E103	Escalator	Schindler	87	TA
AE34	01/E104	Escalator	Schindler	105	TA
AE35	01/E105	Escalator	Schindler	105	TA
E35	01/E463	Escalator	Schindler	70	TA
E36	01/E36	Escalator	Schindler	70	TA
E37	01/E37	Escalator	Schindler	70	TA
E38	01/E460	Escalator	Schindler	70	TA
E41	01/E41	Escalator	Schindler	60	TA
E42	01/E42	Escalator	Schindler	60	TA

IPE01	01/E292	Escalator	Schindler	146	North Pier
IPE02	01/E295	Escalator	Schindler	146	North Pier
IPE03	01/E293	Escalator	Schindler	80	North Pier
IPE04	01/E294	Escalator	Schindler	80	North Pier
IPE05	01/E291	Escalator	Schindler	70	North Pier
IPE06	01/E296	Escalator	Schindler	70	North Pier
E36	01/E461	Escalator	Schindler	70	TA
E37	01/E462	Escalator	Schindler	70	TA

Escalators – Central Terminal Building (CTB)

Escalator number	**Location**	**Traffic**
E21	Central terminal building - Airside	Low traffic
E22	Central terminal building - Airside	Low traffic
E25	Central terminal building - Airside	Low traffic
E1	Central terminal building – Landside	High traffic
E2	Central terminal building – Landside	High traffic
E3	Central terminal building – Landside	High traffic
E4	Central terminal building – Landside	High traffic
E5	Central terminal building – Landside	High traffic
E6	Central terminal building – Landside	High traffic
E7	Central terminal building – Landside	High traffic
E8	Central terminal building – Landside	High traffic
E9	Central terminal building – Landside	High traffic
E10	Central terminal building – Landside	High traffic
E17	Central terminal building – Landside	High traffic
E17	Central terminal building – Landside	High traffic
E18	Central terminal building – Landside	High traffic
E19	Central terminal building – Landside	High traffic
E20	Central terminal building – Landside	High traffic
E26	Central terminal building – Landside	High traffic
E27	Central terminal building – Landside	High traffic
E28	Central terminal building – Landside	High traffic
E29	Central terminal building – Landside	High traffic
E30	Central terminal building – Landside	High traffic
E31	Central terminal building – Landside	High traffic
E32	Central terminal building – Landside	High traffic
E33	Central terminal building – Landside	High traffic

Escalators – Terminal B (Domestic)

Escalator number	Location	Traffic
E12	Terminal B – Arrivals	Medium traffic
OE01	Terminal B – Arrivals	Medium traffic
OE02	Terminal B – Arrivals	Medium traffic
OE03	Terminal B – Departures	High traffic
OE04	Terminal B – Departures	High traffic
OE05	Terminal B – Departures	High traffic
OE06	Terminal B – Departures	High traffic
OE07	Terminal B – Departures	High traffic
Escalator – Terminal A and Pirre		
Escalator number	**Location**	**Traffic**
E35	Terminal A – Arrivals	Medium traffic
E36	Terminal A – Arrivals	Medium traffic
E37	Terminal A – Arrivals	Medium traffic
E38	Terminal A – Arrivals	Medium traffic
AE03	Terminal A – Departures	Medium traffic
AE04	Terminal A – Departures	Medium traffic
E41	Terminal A – Departures	Medium traffic
E42	Terminal A – Departures	Medium traffic
IPE01	Pier Departures	Medium traffic
IPE02	Pier Departures	Medium traffic
IPE03	Pier Departures	Medium traffic
IPE04	Pier Departures	Medium traffic
IPE05	Pier Departures	Medium traffic
IPE06	Pier Departures	Medium traffic
AE09	Terminal A – Landside	High traffic
AE10	Terminal A – Landside	High traffic
AE11	Terminal A – Landside	High traffic
AE12	Terminal A – Landside	High traffic
AE34	Terminal A – Landside	High traffic
AE35	Terminal A – Landside	High traffic
AE15	Terminal A – Landside	High traffic
AE16	Terminal A – Landside	High traffic
AE17	Terminal A – Landside	High traffic
AE18	Terminal A – Landside	High traffic
E19	Terminal A – Landside	High traffic
E20	Terminal A – Landside	High traffic

E35	Terminal A – Landside	High traffic
E36	Terminal A – Landside	High traffic
Escalators – Multi-storey parkades		
Escalator number	**Location**	**Traffic**
ME1	Multi-Storey Parkade 1	High traffic
ME2	Multi-Storey Parkade 1	High traffic
ME3	Multi-Storey Parkade 1	High traffic
ME4	Multi-Storey Parkade 1	High traffic
ME5	Multi-Storey Parkade 1	High traffic
ME6	Multi-Storey Parkade 1	High traffic
ME7	Multi-Storey Parkade 1	High traffic
ME8	Multi-Storey Parkade 1	High traffic
ME9	Multi-Storey Parkade 1	High traffic
ME10	Multi-Storey Parkade 1	High traffic
ME11	Multi-Storey Parkade 1	High traffic
ME12	Multi-Storey Parkade 1	High traffic
ME13	Multi-Storey Parkade 1	High traffic
ME14	Multi-Storey Parkade 1	High traffic
ME15	Multi-Storey Parkade 1	High traffic
ME16	Multi-Storey Parkade 1	High traffic
ME17	Multi-Storey Parkade 2	Low traffic
ME18	Multi-Storey Parkade 2	Low traffic
ME19	Multi-Storey Parkade 2	Low traffic
ME20	Multi-Storey Parkade 2	Low traffic
ME21	Multi-Storey Parkade 2	Low traffic
ME22	Multi-Storey Parkade 2	Low traffic
ME23	Multi-Storey Parkade 2	Low traffic
ME24	Multi-Storey Parkade 2	Low traffic
Travelators – Terminal B		
Travelator number	**Location**	**Traffic**
A6	Terminal B – Arrivals	Medium traffic
A7	Terminal B – Arrivals	Medium traffic
A8	Terminal B – Arrivals	Medium traffic
A9	Terminal B – Arrivals	Medium traffic

P10	Terminal B – Arrivals	Medium traffic
P11	Terminal B – Arrivals	Medium traffic
P12	Terminal B – Arrivals	Medium traffic
D5	Terminal B- Departures	High Traffic
D7	Terminal B- Departures	High Traffic
P13	Terminal B- Departures	High Traffic
P14	Terminal B- Departures	High Traffic
P15	Terminal B- Departures	High Traffic
P2	Terminal B – Landside	High Traffic
P3	Terminal B – Landside	High Traffic
P4	Terminal B – Landside	High Traffic
P5	Terminal B – Landside	High Traffic
P6	Terminal B – Landside	High Traffic
P7	Terminal B – Landside	High Traffic
P9	Terminal B – Landside	High Traffic
Travellators – Terminal A and Pier		
Escalator number	**Location**	**Traffic**
A3	Terminal A- Arrival	Medium traffic
A4	Terminal A- Arrival	Medium traffic
A4	Terminal A- Arrival	Medium traffic
A9	Terminal A- Arrival	Medium traffic
IPM01	Pier Arrivals	Medium traffic
IPM02	Pier Arrivals	Medium traffic
IPM03	Pier Arrivals	Medium traffic
IPM04	Pier Arrivals	Medium traffic
IPM05	Pier Arrivals	Medium traffic
D4	Terminal A – Departure	Medium traffic
IPM06	Pier – Departures	Medium traffic
IPM07	Pier – Departures	Medium traffic
IPM08	Pier – Departures	Medium traffic
IPM09	Pier – Departures	Medium traffic
IPM10	Pier – Departures	Medium traffic
IPM11	Pier – Departures	Medium traffic

The successful bidder must ensure that the following is observed and applied in this contract:

a. All cleaning activities shall be performed between 20h30 and 04h30.
b. The escalator steps must be cleaned with an aggressive cleaning agent recommended by the manufacturers using appropriate equipment designed for this purpose.

c. The of water is prohibited and only cleaning agents recommended by the original equipment manufacturer shall be used.
d. There should be no visible marks, spillage stains, debris, or discoloured patches on the steps after cleaning.

Detailed breakdown of cleaning cycle based on the traffic movement:

a. Escalators

Location	Quantity	Traffic	Cycle
Central terminal building- Landside	22	High	4x a year
Central terminal building – Airside	3	Low	1x a year
Terminal B – Arrivals	3	Medium	2x a year
Terminal B – Departures	5	High	3x a year
Terminal A – Arrivals	4	Medium	2x a year
Terminal A – Departures	4	Medium	2x a year
Pier and Terminal A – Arrival	6	Medium	2x a year
Pier departures	6	Medium	2x a year
Terminal A – Landside	14	High	3x a year
Multi-Storey Parkade 1	16	High	3x a year
Multi-Storey Parkade	8	Low	1x a year
Total	91		

b. Travellators

Location	**Quantity**	**Traffic**	**Cycle**
Pier – Departure	7	Medium	2x a year
Terminal A – Departure	1	Medium	2x a year
Terminal A – Arrivals	4	Medium	2x a year
Pier – Arrivals	5	Medium	2x a year
Terminal B- Landside	7	High	3x a year
Terminal B – Departure	5	High	3x a year
Terminal B – Arrivals	7	Medium	1x a year
Total	36		

Service Level Agreement

Operational hours

Normal airport operational hours shall be regarded as being from 04h30 to 23h30 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 contractor's 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 quality and effective positioning of staff to meet to 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 attended to cleaning requirements.

Staff qualifications

It is noted that ACSA do not list the formal qualifications required under this contract. It will always remain in the successful bidder's responsibility to ensure 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 adequate qualified or suited for this contract be removed from the site.

a. <u>Performance and compliance monitoring</u>

The employer or his appointed representative 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.

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

1. Failure to maintain change rooms/toilets 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 the 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 agreement between the parties.
6. Failure to submit required reports and schedules to the employer as required
7. Allows or causes on 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 of ill-mannered behaviour may be, but not limited to the following:

    a. Walking in groups in the terminals and disregarding passengers and all other patrons,
    b. Screaming or talking 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 premises of the employer unlawfully
13. Employees leaving their posts without permission
14. Employees sleeps whilst on duty
15. Acceptance of bribes. (Bribe, meaning any benefit that a staff may acquire, that has the effect that the services are rendered contrary to the provision of this contact.
16. Allows family and friends or any other person to enter premises without permission, for reasons other than to do business with the employer or the tenants on the premises.
17. Uniform is not up to standard or acceptable condition.
18. Does not comply with the laid-down OHS and SANS standards and guidelines
19. Employees are not in possession of identity cards or required permits or falsely perform duties of specific grade, without the necessary qualifications.
20. Employees may not speak to friends or relatives on the telephone or cell phone whilst on their posts without permission.
21. Employees may not speak to the press, release information or discuss events external to the employer.
22. Employees not posted according to generic specifications (absent) or staff not at positions of duty as determined by the job description.
23. Employees fail to report security breaches.

c. Penalty system

The purpose of this penalty point evaluation system is to determine whether the contractor is performing and complying with a quality service by committing one or more offences set out in the penalty point evaluation system included in the specifications. Offences will be penalized by corresponding points.

A financial penalty, in accordance with the stipulated maximum penalty per month, shall be payable by the contractor in the specific month that the accumulated penalty points awarded to the contractor reaches 100 (hundred points)

This is irrespective of whether the employee is part of the general staff or relievers.

Key performance area	Response times	When	Target	Penalties	Incentives
Meeting and maintaining cleaning standards and cycles as detailed in the specifications		All times	100% must be achieved	R500 per deviation	
Failure to meet the contracted CPG for three consecutive months		Monthly	Minimum 50%	R5000 Per month	
The contractor fails to/ neglects to disclose correct staffing levels and shortages to the Employer. (Misrepresentation of information)		Daily	3 or more times	R1000. 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	R5OOO.	
A staff member's uniform does not meet the agreed upon standards and specifications requirement		Weekly		R1000 immediate penalty – Must be rectified within 7 days- of each month. 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	

Annexure : Company's Previous Relevant Experience
Attach additional pages if more space is required