



Request for Proposals for the Tender for the provision of cleaning and hygiene service at Chief Dawid Stuurman International Airport for a period of five (05) years.

Bid Number: : PEA7364/2023/RFP

Issue Date : 07 February 2024

Query Closing Date : 27 February 2024 at 16:00pm

Compulsory Briefing Session : 20 February 2024 at 11H00 am

Site Inspection Requirements : 20 February 2024 at 12H00 pm

Bid Closing Date and Time : 12 March 2024 at 12H00 pm

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

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

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFB documents

Tenders are available on www.etenders.gov.za. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **12H00 PM on 12 March 2024**

1.1.1. Hand delivery:

The bid document must be delivered to the address below and must be addressed as follows:

**ACSA Aeropark Office Block A,
First floor,
Allister Miller Drive,
Walmer
Chief Dawid Stuurman International Airport,
Gqeberha 6501**

1.1.2. Tender box:

**ACSA Aeropark Office Block A,
First floor,
Allister Miller Drive,
Walmer
Chief Dawid Stuurman International Airport,
Gqeberha 6501**

1.1.3. Proposals must both be in printed format (**an original and a copy**) together with an electronic copy of the bid documents using a USB flash drive or an accessible link. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

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1.2. **Late Bids**

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

1.3. **Clarification and Communication**

Name: Mochaki Monyela
Designation: Senior Buyer Category Management
Email: mochaki.monyela@airports.co.za

1.3.1. Request clarity or information on the bid may only be requested until **27 February 2024 at 16:00PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid.

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

1.4. **Compulsory Briefing and Site Inspection Session**

A compulsory briefing session will be held on **20 of February 2024 at 11H00 AM**. The session will be held at the following location:

ACSA offices, Main Boardroom, ACSA Aeropark Office Block A, First floor, Allister Miller Drive, Walmer Chief Dawid Stuurman International Airport, Gqeberha 6501

1.5. **Bid Responses**

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

1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.6.1. Award the whole or a part of this bid;
- 1.6.2. Split the award of this bid;

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

1.7. **Validity Period**

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

1.8. **Confidentiality of Information**

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

1.9. **Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**

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SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK**2.1 Background and/or Purpose of this**

The contractor is required to provide cleaning services in the Main terminal building (Check-in concourse, departures, arrivals, ACSA offices), All baggage halls both arrivals and departures, baggage screening area, Control Centre building on the Landside (PIDS Control room, IMC Offices and cashiers office), Parking areas and roadways, Fire and Rescue building (Fire Station), Maintenance Engineering building, Gate one guard house (Main gate) and car rentals building.

2.2 Scope of Work

The purpose of this tender is to request proposals for the provision of general cleaning, carpet cleaning services at King Phalo Airport for a period of 5 years.

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

SECTION 3: EVALUATION CRITERIA**3.1 Evaluation Criteria**

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

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7
Check if all the documents have been received	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria	Post tender negotiations	Security Vetting (Will be conducted if deemed necessary)

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3.3 Mandatory Requirements

- (a) Completed **in full** and signed Form of offer C1.1. (NEC Document)
- (b) Valid Letter of Good standing with workman's compensation commissioner **COIDA**.
- (c) Completed in full and signed Declaration of Interest (**SBD 4**) attached.
- (d) **Provide proof of Accreditation with professional body or bodies in cleaning industry services.**
(Bidders must have valid membership with the cleaning industry professional body or bodies, e.g. the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA); This proof must be valid and will be verified.)
- (e) Attendance of the **compulsory briefing session**.

3.5 Functionality

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

3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a **minimum of 71 points** on the functional stage will not be considered further in the evaluation. **Bidders are expected / required to score the minimum threshold for each criterion in order to achieve the total minimum qualifying score points as set out in the table below.**

Description of quality criteria	WQ	Sub criteria	Maximum Score	Minimum Threshold
		Quality Score		
Relevant Bidder Experience	45	Experience	45	35
Experience and Qualifications of Key Staff	35	Site Manager Cleaning	15	10
		Supervisor Cleaning	20	14
Start-up Proposal	20	Start-up proposal that shows the bidder's ability to deliver the contract.	20	12
	100		100	71

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

#	Description	Minimum Score	Maximum Score
1.	Bidder's experience - in cleaning services at in an operation of similar nature and/or complexity		
	<p>1.1 Bidder must provide proof of experience (minimum Three (3) reference letter(s)) in the provision of cleaning services to operations of a similar nature and/or complexity to those of ACSA but not limited to airports. Operations that may be regarded as similar to ACSA operations are generally regarded as high traffic area operations whilst cleaning services are conducted.</p> <p>0 > = 3 years = 0 3 > = 5 Years = 20 More than 5 = 25</p> <p>Number of years will be calculated cumulatively depending on number of reference letters submitted and should be verifiable.</p> <p>The number of years completed that will be considered shall be at least one (1) completed year i.e not less than 12 Months.</p>	20	25
	<p>1.2 Size per square meters in high traffic environments</p> <p>Main cleaning</p> <ul style="list-style-type: none"> • Less than 5 000 m² = [0] • 5 000 m² to 6000 m² = [15] • Greater than 6 000 m² = [20] <p><i>Evidence – Valid Contactable client reference letter/s and Bidder's experience schedule. A valid reference letter should have client letterhead, scope of services rendered including size of area serviced, value of contract, name of contact person and contact details of contact person (phone number or email address). Reference letters missing above key information may be rendered invalid and may not be considered.</i></p> <p><i>Size measurement is per client facility per project and not an accumulated total across different projects or clients</i></p>	15	20
2.	Key Personnel Experience and Qualification		
	<p><i>Evidence: Bidders are required to complete the Summarised CVs for all key personnel and submit detailed copies of relevant CVs and certified copies of certificates and qualifications</i></p>		
	<p>2.1 SITE MANAGER EXPERIENCE - Site Manager's years of experience (as Site Manager) in cleaning services environment</p> <ul style="list-style-type: none"> • Less than 3 years = [0] • = 3 to 5 years = [6] • Greater than 5 years = [10] 	6	10

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

#	Description	Minimum Score	Maximum Score
	<p>2.2 SITE MANAGER QUALIFICATION - The Site Manager is required to possess the right level and/or mix of qualifications to ensure that the contract is managed impeccably.</p> <ul style="list-style-type: none"> • Matric = [3] <p>AND</p> <ul style="list-style-type: none"> • Occupational Health and Safety Training or basic cleaning training certificate or basic cleaning training attendance register = [1] <p>AND / OR</p> <ul style="list-style-type: none"> • Management/Supervisory skills training= [1] <p>Note: Scores are calculated cumulatively</p>	4	5
	<p>2.3 SUPERVISOR EXPERIENCE (X 2 Resources) - Supervisor's years of experience (as Shift Manager) in cleaning services environment.</p> <ul style="list-style-type: none"> • Less than 3 years = [0] • = 3 to 5 years = [6] • Greater than 5 years = [10] <p><i>Evidence: Bidders are required to complete the Summarised CVs for all(1 resources) key personnel and submit detailed copies of relevant CVs and certified copies of certificates and qualifications.</i></p> <p><i>NOTE; The number of resources required is 2, should the bidder submit only one (1) resource, they will score zero (0) for this requirement.</i></p>	6	10
	<p>2.4 SUPERVISOR QUALIFICATION (X 2 Resources) - The Supervisor's is required to possess the right level and/or mix of qualifications to ensure that the contract is managed impeccably.</p> <ul style="list-style-type: none"> • Matric certificate = [6] AND • Occupational Health and Safety Training = [2] AND / OR • Basic cleaning training certificate or basic cleaning training attendance register = [2] <p>Note: Scores are calculated cumulatively</p> <p><i>Evidence: Bidders are required to complete the Summarised CVs for all (2 x resources) key personnel and submit detailed copies of relevant CVs and certified copies of certificates and qualifications for 2 x resources</i></p> <p><i>NOTE; The number of resources required is 2, should the bidder submit only one (1) resource, they will score zero (0) for this requirement.</i></p>	8	10
<p>3. Start-up Proposal</p> <p>Provide a start-up proposal that shows the bidder's ability to deliver the contract.</p>			
	<p>1. Bidder has included their understanding of the required services and scope of work (Methodology statement):</p> <ul style="list-style-type: none"> - General Cleaning and Industrial Cleaning equipment - Chemical Handling - Carpet Cleaning - Disposal including hazardous waste. - Onsite storage - High level cleaning - Hygiene Services 		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

#	Description	Minimum Score	Maximum Score
	<ul style="list-style-type: none"> - Time keeping and method to be used for time keeping and resource management. - Contact Surfaces and wall cleaning - Performance monitoring and daily management. - Resource deployment plan. <p>2. Bidder has included resources for the services:</p> <ul style="list-style-type: none"> - Management of site, organogram and reporting line specifically for this tender. <p>3. Bidder has included training schedule for the contract considering continuity of services. (Equipment Management and machine operator, Carpet care and cleaning, Advanced cleaning course, Personal Hygiene and Basic cleaning course, toilet cleaning and deep cleaning).</p> <p>4. Bidder included contingency plan for industrial strike and mitigation risks of insufficient resources.</p> <p>Poor – Did not submit 1 OR 2 OR 3 = (0 points) Average – Submitted 1, 2 AND 3 = (12 points) Good – Submitted 1, 2, 3 AND 4 = (20 points)</p>	12	20
Total points		71	100

3.5.2. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

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

Where:

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

Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below

Specific goals that must be achieved for this bid:

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

3.5.3. Objective Criteria

2. Locality:

Bidders situated in business address of Eastern Cape Province.

Note: Bidders must submit proof of residence / operation in Eastern Cape Province and this can include:

- Verifiable Water, Electricity or Levy account in the name of director and or shareholder or company / firm. **OR**
- Existing Property Lease Agreement accompanied by Proof of Payment to lessor for the past three months. **OR**
- Copy of Permission to Occupy (PTO) with valid stamp from Tribal Authority. **OR**
- Proof of Voter Registration (screenshot) of a shareholder and/director visit [Voter information center - Electoral Commission of South Africa \(elections.org.za\)](http://voterinformationcenter.elections.org.za).

N.B: Bidder that does not meet the Objective Criteria requirement will be disqualified and not proceed to the next stage of the process.

3.5.3.1. Prescribed objective criteria for this bid

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

- 3.5.3.1.1. The promotion of enterprises located in a specific province for work to be done or services to be rendered in the province (Eastern Cape).

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3.5.4.**SECTION 4: RETURNABLE DOCUMENTS**

4.1 Mandatory Returnable documents

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>Priced offer</i>	
<i>Declaration of Interest Form and Politically Exposed Persons</i>	
<i>SBD 4 Bidder's Disclosure Form</i>	
<i>SBD 6.1 Preference Points Claim Form</i>	
<i>Confidentiality and Non-Disclosure Agreement</i>	

4.2 Other Returnable Documents and information

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

<i>Names and identity numbers of Directors, / Trustees / Members / Shareholder</i>	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>	
<i>Central Supplier Database Report (CSD)</i>	

4.3 Validity of submitted information.

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

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SECTION 5: RETURNABLE DOCUMENTS

Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

.....

.....

Representative of

(tenderer).....

.....

.....

of

(address).....

.....

.....

.....

.....

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:

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5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative
of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding
entity

VAT Registration number of the bidding
entity

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

I/We the undersigned _____

(Name) hereby certify that the information furnished in this tender document is true and correct.

We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder

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5. 2 BIDDER'S DISCLOSURE FORM SBD 4**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(b) Specific Goals / Preference.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	20
SPECIFIC GOALS / PREFERENCE	80
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable,

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... ..... .....

CT DOCUMENT
A7364/2023/RFP

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

(“Airports Company”)

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“_____”)

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

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

2. INTRODUCTION

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

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

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

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

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

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

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

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

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

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

12. **GENERAL**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ **on** _____ **day of** _____ **202** _____

**AIRPORTS COMPANY SOUTH AFRICA
SOC LIMITED**

the signatory warranting that he is duly
authorised thereto.

Name: _____

Designation: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

TO: Airports Company South Africa SOC Limited (ACSA)
 Airports Company South Africa Limited.

Proposal No: _____

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the [] in accordance with Airports Company South Africa's requirements.

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

Thus done and signed at		on this the		day of		202
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

FORM 5.7: POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

SCM Ref no. PEA7364/2023/RFP

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF CLEANING SERVICES FOR A PERIOD OF FIVE YEARS AT THE CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at: Chief Dawid Stuurman International Airport

(Registration Number : 1993/004149/30)

and

(Registration Number :)

for **THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF CLEANING SERVICES FOR A PERIOD OF FIVE YEARS AT THE CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Part C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance**
- C1.2a Contract Data Provided by the Employer**
- C1.2b Contract Data Provided by the Contractor**
- C1.3 Occupational Health and Safety Agreement (Mandatory Form)**
- C1.4 ACSA Insurance Requirements**
- C1.5 ACSA Terms and Conditions of Bids**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF CLEANING SERVICES FOR A PERIOD OF FIVE YEARS AT THE CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT.**

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

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

THE OFFERED TOTAL OF THE PRICES (TOTAL CONTRACT VALUE FOR 5 YEARS) INCLUSIVE OF VAT IS:

(in words) ...;

(in figures) R **(REFER PART C2: PRICING DATA)**

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: (Works Information)
- Part C4 Site Information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer
Airports Company South Africa (ACSA) SOC,
Chief Dawid Stuurman International Airport,
Allister Miller Drive Road
Walmer
6560

.....
(Insert name and address of organisation)

Name & signature of witness

Date

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Schedule of Deviations

1 Subject

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Details

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.....

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2 Subject

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Details

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3 Subject

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Details

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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.

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa (ACSA) SOC, Chief Dawid Stuurman International Airport, Allister Miller Drive Road Walmer 6560	
Name & Signature of witness	..... <i>(Insert name and address of organisation)</i>	..... <i>(Insert name and address of organisation)</i>
Date	.....	.....

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of Contract are selected from the NEC3 Term Service Contract (TSC), April 2013.

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract which requires it.

Wherein in the contract it is stated no contract data is required accordingly the conditions of contract remain unaltered as per NEC3 Term Service Contract, April 2013.

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

- Firstly, the Service information (C3) and Annexes thereto shall prevail;
- Secondly the Contract Data (C1.2) and Conditions of Contract;
- Thirdly the General Conditions of Contract;
- Fourthly the Pricing data;
- Lastly any schedules, drawings and other documents included with this agreement.

Part one - Data provided by the *Employer*

Clause	Statements	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option:	
	Dispute resolution Option and Secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price Adjustment for inflation X2: Changes in the law 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 <i>Employer</i> is:	Airports Company South Africa SOC, Port Elizabeth International Airport
	Address:	Airports Company South Africa (ACSA) SOC, Chief Dawid Stuurman International Airport, Allister Miller Drive Road Walmer 6560
	Tel No:	041 5077230
10.1	The <i>Service Manager</i> is:	The Maintenance Manager

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11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the <i>Service Manager</i> .
11.2(2)	The <i>Affected Property</i> is	Chied Dawid Stuurman International Airport
11.2(13)	The <i>Service</i> is	General Cleaning Services, as set out fully in Part C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Access to Site, Permit to Work, Health and Safety • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement • Impact on Operations • Stakeholder Management Also refer to site specific HIRA, which outlines the general hazards, in Part C4 of this document
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	10 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	is at the complete signing of the contract and issue of BPA (Purchase Order)
30.2	The <i>Service Period</i> is	60 months from the <i>starting date</i> , or when the contract value has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	The 20 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

7	Title	No data is required for this section of the <i>conditions of contract</i>.
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 <i>conditions of contract</i>.
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 organisation 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 <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract. Sectoral Determination and/or Bargaining council labor rates will take effect as soon as they are published or gazetted.
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 Prices

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
Z	The <i>Additional conditions of Z1 – Z19 contract</i> are	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".	
	Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:	
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00	
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract	
	Additional Z Clauses	
Z8	Cession, delegation and assignment	
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>	
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity	
Z9	Joint and several liability	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	Employer's Step-in rights

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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 Rynke SC	Gauteng	083 653 2281 ryneke@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 Rynke SC	Gauteng	083 653 2281 ryneke@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.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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.

Z20 Transformation Imperatives

Z20.1 Pre-qualification will be applied for this contract for Targeted Enterprises – EME / QSE's who are Level 1 – 4 BBBEE and are minimum 51% Black Owned

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

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

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

Part two - Data provided by the *Consultant*

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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 | <ul style="list-style-type: none">• 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 |
|------|---|---|
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Part C1: Agreements and Contract Data

C1.3: Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address: Airport Company South Africa Western Prescinct, O.R. Tambo International Airport, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008 P O Box 75480, Gardenview, Gauteng, South Africa, 2047

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

Provision of Cleaning Services for a period of 5 years at the Chief Dawid Stuurman International Airport

1. Definitions

1.1 "Mandatary" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 "Client" refers to ACSA;

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

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

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

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

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

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

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

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

12. MEDICAL EXAMINATIONS

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index
 - Urine screening
 - Drug screening
 - Audio screening
 - Lung Function Test
 - Keystone eye test
 - Work at Height Questionnaire
 - Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

14. SUB CONTRACTORS

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times,

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

<p style="text-align: center;">COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

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

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

29. FURTHER UNDERTAKING

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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,

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

Witnesses:

- 1. _____
- 2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

- 3. _____
- 4. _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Part C1: Agreements and Contract Data

C1.4: ACSA Insurance Clauses

INSURANCE CLAUSES FOR OPEX CONTRACTS

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

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

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

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Insurance Affected by the Contractor.

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

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

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

Sub-Contractors

The Contractor shall:

- a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- b) enforce the compliance by Sub-Contractors with this clause where applicable.

Part C1: Agreements and Contract Data

C1.5: ACSA Terms and Conditions of Bid

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

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

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

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

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

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

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

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
s are submitted at the entire risk of the proposer.

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

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

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

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

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

- Ensure that a proper procurement process was followed and a PO number is obtained before any goods are delivered or services are rendered.
- The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier, and will not be forwarded to the SSC for processing.
- Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered or the service rendered.
- Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za. The original invoice should not be handed to business.
- Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- Payment by means of Electronic funds transfers.
- At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques any more.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- Invoices will be paid on the last working day of the month following the invoice date e.g. if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made on time.
- If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
 - Email a copy of a cancelled cheque to suppliers@acsa.co.za as proof of your banking details
- The RFP Submission shall be in English.

Binding Arbitration Provision

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

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

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

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.

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- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

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

ACCEPT		ACCEPT WITH AMEUREMENT/S		DO NOT ACCEPT	
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BIDDING ENTITY

REPRESENTATIVE NAME AND SURNAME:

SIGNATURE:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

DATE:

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Pricing Data

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Part C2: Pricing Data

C2.1: Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule). Failure to submit a Priced Offer using the prescribed schedule will make your Bid liable for disqualification.

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he 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. The Contractor has 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 Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
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 apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer'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 Engineer and any balance remaining shall be deducted from the contract sum.

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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 Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

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C2.2: Pricing Data

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

PLEASE NOTE: : The bidder should quote in accordance with the bill of quantities outlined in this pricing schedule. Evaluation and selection of the successful bidder will be based on pricing received for the bill of quantities outlined herein. However, in consideration of constantly changing business and operational requirements, ACSA reserves the right to revise the bill of quantities at any time, after closing the tender or after giving notice to the contractor.

Summary Page: Total contract value (5 years)

Period	Annual escalation	Rand value
Year 0 to 1	0%	R
Year 1 to 2	4.5%	R
Year 2 to 3	4.5%	R
Year 3 to 4	4.5%	R
Year 4 to 5	4.5%	R
Total contract value for 5 year contract (to be carried to the Form of Offer)		R

- *Bidders are required to carry down the annual contract value from the Activity Based price Schedule – Cleaning Cost Summary. The value must be carried down under period Year 0 to 1.*
- *Escalations to be added to the annual contract value going forward will be approximately 4.5% per annum. This will be subject to published Consumer Price Index (CPI) increases.*
- *Price adjustments will take place on the anniversary of the contract each year, however the escalation will not be an automatic adjustment. ACSA reserves the right to negotiate such contract price adjustment.*
- *Labour cost increases will be paid in line with government gazetted rates.*
- *ACSA reserves the right to make changes to this Bill of Quantities (B.O.Q.) so as to meet our changing requirements from time to time.*

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ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY

NO.	DESCRIPTION	UNIT	TOTAL MONTHLY AMOUNT	TOTAL ANNUAL CONTRACT AMOUNT YEAR 1
1.1	Permits/Induction costs	Yearly		R
1.2	Management fee - Administration overheads/expenses breakdown – Monthly Costs	Monthly	R	R
1.3	Uniforms costs* [<i>specify replacement cycle in months</i>]	Monthly	R	R
1.4	Management and administration personnel costs	Monthly	R	R
1.5	General Cleaning Labour costs	Monthly	R	R
1.6	Machinery costs	Monthly	R	R
1.7	Equipment costs	Monthly	R	R
1.8	Chemicals & Consumables	Monthly	R	R
1.9	Hygiene services	Monthly	R	R
1.10	High access cleaning Equipment	Monthly	R	R
1.11	High access cleaning labour costs	Monthly	R	R
	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 will make the bid liable for disqualification.*
- *Bidders are required to submit proof of changes in prices as supporting documentation for the request for contract price adjustment. Supporting documentation may include: Bargaining council increase confirmation, Sectoral determination gazetted labour increase, supplier increase letters etc..*
- *Bidders are to submit a monthly staff complement report when invoicing, indicating actual staff members who were present together with a report from their biometric system. Bidders will only be paid for actual staff numbers, where no replacement was made for absenteeism or planned leave, a credit note must be issued*

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1. Detailed Cost Breakdown**1.1. Permit Costs – At Cost**

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ANNUM (PRO-RATA)*
Personnel Permits*	Per person	As required*	R 250.00	R
Airside Induction Course – for the Cleaners and Shift Supervisors	Per person	As required*	R 505.77	R
Security awareness course	Per person	46	R1 150.00	R
Airside Induction Course – for Management: All Supervisors and Managers and and at least one office based senior management person who will attend scheduled meetings and inspections	Per person		R 505.77	R
Total				R

- **The number of permits required will be based on the total number of staff, which includes Supervisors, all cleaners, including relievers.*
- *Calculate the full amount for 5 years, and Pro-Rata for one year (i.e. divide by 5)*
- *1st Payment will be released as a once of initiation fee based on proven costs, no mark-up to be added (Inception of contract)*
- *2nd Payment will be released at the 1st renewal of permits (End of year 2)*
- *3rd Payment will be released at the 2nd renewal of permits (End of year 4)*
- **Personnel Permit prices are subject to change. Latest prices are attached. Bidders can contact Permit Office to confirm latest pricing for permits. Quantity of permits is per number of employees in the staff complement including Senior Managers for Management meetings.*
- *Permits and induction training expense to be charged at cost*
- *Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing with their criminal record.*
- *Bidders to note that any changes in the staff between permit renewal cycles of 2 years is for the cost of the Contractor*

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Management Fee - Administration overheads/expenses breakdown – Monthly Costs

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

Absolute value, R.....

ADMINISTRATION ACTIVITY AND/OR OVERHEADS/EXPENSES	UNIT	QUANTITY	RATE	TOTAL MONTHLY FEE (PRO RATA MONTHLY FEE)
Insurance	Monthly	1	R	R
Safety file	Once off	1	R	R
Fee for OHS requirements	Once off	1	R	R
Biometric time and attendance system (if applicable)	Monthly	1	R	R
Other: Specified by bidder	Monthly		R	R
Total			R	R

- Please provide a management fee breakdown in terms of related direct/indirect overheads and expenses
- Please provide the equivalent (Pro Rata) monthly charge
- Payment for Safety File is once off for the contract
- Bidders to note that the File and compliance to OHS will be audited monthly
- The cost of the Staff transport will be done with approval from ACSA, based on submission of 3 quotations..

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1.2. Uniforms – Monthly (replacement cycle in months every 24 months)

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL MONTHLY COST (PRO RATA)
General Cleaners	No	As required*	R	R
Administration & Management Staff	No	As required*	R	R
Shift Supervisors	No	As required*	R	R
Total			R	R

- **The number of uniforms required will be based on the total number of staff, which includes Supervisors, all cleaners, including relievers and anyone else required*
- *Please use the replacement cycle specified i.e. 2 pairs per person every 24 months*
- *There other areas that will require a shorter replacement cycle e.g outside areas*
- *The uniform design and fabric will require ACSA approval*
- *Please provide the equivalent (Pro Rata) monthly charge*
- *Please allow for relievers in calculating number of uniforms*

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1.3. Management & Administration Personnel

Description of role	Hours per month per resource	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Total monthly fee
Site Manager (08:00 – 16:00 Mon - Fri)	162.38	R	R	1	R
Shift Supervisors (05:00 – 13:00 Mon - Sun)	227.33	R	R	1	R
Shift Supervisor (13:00 – 21:30 Mon - Sun)	242.48	R	R	1	R
Store Man (08:00 – 16:00 Mon - Fri)	162.38	R	R	1	R
Total					R

- *Shift times are specified in Part C3*
- *Please provide a management and administration cost breakdown in terms of human resource cost*
- *This fee will be inclusive of public holidays, weekends and overtime and night shift allowance for night shift workers*
- *Payment will be subject to proven costs*
- *There should always be a full staff compliment for the shift. The onas will be upon the service provider to ensure that the shift is serviced without employees working overtime*
- **On every weekend there must be a senior duty manager on site, who can either be the Site Manager or someone senior from Operations Office*
- *Hourly Calculations*
 - *Hours per week will be the service delivery time rendered to ACSA by the Contractor and not necessarily the total hours for a shift of workers. ACSA has taken into consideration that the total number of hours worked by a cleaner per week are regulated and capped.*
 - *Shifts/ Operational Hours to cover:*
 - *Morning Shift: (Monday to Sunday) 05h00 – 13h00*
 - *Afternoon Shift: (Monday to Sunday) 13h00 – 21h30*
 - *Site Manager Shift (Monday to Friday) 08h00 – 16:00*
 - *This is applicable to Public Holidays*

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1.4. General Labour Costs*(please apply the hourly rate from table 1.5.1 -Cleaning Service Labour Rate breakdown)*

General Labour by Shift	Hours per month per resource	Resource rate/hour	Total Amount per Resource per Month	Number of Resources*	Total monthly fee
Morning Shift (05:00 – 13:00 Mon - Sun)	227.33	R	R	12	R
Afternoon Shift (13:00 – 22:00 Mon - Sun)	227.33	R	R	12	R
Morning Shift (05:00 – 13:00 Mon - Fri)	162.38	R	R	2	R
Afternoon Shift (13:00 – 21:30 Mon - Fri)	173.2	R	R	2	R
Total					R

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

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1.5.1 Cleaning Service Labour Rate breakdown

DESCRIPTION		RATE			
		GENERAL CLEANERS/ TOILETS ATTENDANTS	SUPERVISOR/ TEAM LEADERS	STOREMAN	SITE MANAGER
Basic Salary					
Hourly Rate	hours a shift	R	R	R	R
Daily Rate	hours a day	R	R	R	R
Weekly Wage Cost	Hourly wage x no. of hours	R	R	R	R
Monthly Wage Cost	4.33 weeks a month	R	R	R	R
Provisions					
Annual Leave Provisions	15 Days per year	R	R	R	R
Sick Pay	10 Days per year	R	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R	R
Other					
Pension / Provident Fund	5.25% Contribution Monthly	R	R	R	R
Bonus	4.33 Weeks for a full 12 Months	R	R	R	R
*Severance Pay	1,92%	R	R	R	R
COID	1.6% of total monthly wage	R	R	R	R
UIF	1% of basic monthly wage	R	R	R	R
Skills Deployment Levy	1% of monthly wage	R	R	R	R
Operators Allowance		R	R	R	R
Night Shift Allowance		R	R	R	R
Sundays and public holidays		R	R	R	R
		R	R	R	R
Monthly Total		R	R	R	R
Hourly Rate		R	R	R	R

- The escalation will be in line with the annual sectorial determination rates
- Leave blank where non-applicable
- At contract end the outgoing service provider will be expected to pay severance pay
- An allowance for relievers must be made on the rate quoted
- This fee will be inclusive of public holidays, weekends and overtime
- The hourly rate from the table above should be carried over to the pricing schedule for general cleaning labour

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1.1. General Cleaning - Machinery cost breakdown

SPECIFICATION	NEW	USED	MANUFACTURER /MODEL	QUANTITY	MONTHLY RATE/UNIT	TOTAL MONTHLY COST
Industrial Wet & Dry Vacuum Cleaners (80lt)				2	R	R
Dual Speed buffing machine				2	R	R
Walk behind scrubbing floor machine				1	R	R
Brushboy/Floorboy (pavements)				2	R	R
High pressured steam cleaner for cleaning grime build up on tile grout				2	R	R
Total					R	R

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

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1.7 Equipment Cost breakdown

SPECIFICATION	Replacement Cycle(months)	QUANTITY	PRO RATA MONTHLY RATE/UNIT*	TOTAL MONTHLY COST
Long handle Dust Pans including whisk Brooms	12	30	R	R
Long Feather duster	3	30	R	R
Short Feather duster	1	30	R	
Microfibre Mops	1	30	R	R
Window squeegee's with tele poles	2	30	R	R
Big Rectangular Buckets for window Squeegee's	12	30	R	R
Metal scrapers	6	20	R	R
Scrubbing brushes & scourers	6	30	R	R
Pulse mops	12	Rate only	R	
Spray bottles 750ml	12	30	R	R
10 step/ approximately 3m high Mount Ladder	24	2	R	R
Ladders 3m high	24	4	R	R
Colour coded split buckets on wheels with wringer	18	25	R	R
Aluminium long handle jumbo (long hair)	3	20	R	R
Toilet kit (portable) public areas/high traffic	3	20	R	R
Janitorial Trolleys (twin bucket)	24	20	R	R
30 m X 2mm Extension cords	12	10	R	R
Big outdoor brooms hard and soft bristles	2	25	R	R
Wet Floor signs	24	40	R	R
Total				R

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

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1.8 List of Chemicals and Consumables

DESCRIPTION	UNIT	QUANTITY	RATE	MONTHLY COST
Chemicals				
Approved list of chemicals				
<i>Minimum stock levels to be maintained at any point in time</i>				
Prosan per 20lt	litre	3	R	R
Probio per 20lt	litre	3	R	R
Proscrub scrubber per 20lt	litre	3	R	R
Procal urinal cleaner per 20lt	litre	2	R	R
Window cleaner per 20lt	litre	2	R	R
Baking soda 10Kg (alternative urinal cleaner)	litre	3	R	R
Furniture polish (no oil furniture polish – Mr Min)	275ml	5	R	R
Jeyes Fluid per 25 lt	litre	2	R	R
Spotter per 20lt	litre	3	R	R
3M stainless steel polish		6	R	R
Elfspray per 20 lt (Mondo floor cleaner where applicable)		3		
Host power for carpets per 13kg		4		
Traffic Lane for carpets per 20 lt		3		
Indumat per 20lt		3		
Liquid hand soap per 20lt	litres	6	R	R

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Consumables				
Minimum stock levels to be maintained at any point in time				
Hand soap – 5 litre	litre	5	R	R
Toilet paper per Bale - 1 Ply x 48 per bale	bale	165	R	R
Paper Towel – hand towel		110	R	R
Refuse Bags (Clear)	No.	200	R	R
Large x 5000 off		4	R	R
Medium x 1500 off		4	R	R
Small x 1500 off		4	R	R
300m Maslin Cloth x 1 off	No.	50	R	R
400g Roll Mutton cloth x 20 off	No.	50	R	R
Microfibre sleeves x 60 off	No.	30	R	R
Vacuum Bags x 60 off		50	R	R
Gloves x 160 off (General purpose)		10	R	R
Industrial / heavy duty (dependant on no. of areas requiring the use thereof)		12	R	R
Dust Masks x 100 off		30	R	R
Auto flusher (site specific qty)		50	R	R
Urinal Matts x 88 off		50	R	R
Urinal pellets x 5 kg		5	R	R
Microfibre Cloths x 150 off		2	R	R
Green - Basins		45	R	R
Blue - Mirrors		45	R	R
Red - Bathrooms		45	R	R
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 in order to keep the prices in line with fair market pricing
- All chemicals must be SANS approved
- Items must be billed on proven/actual consumption cost

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

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1.9 Hygiene services breakdown (**Equipment supplied and maintained by the service provider**)

Specification	Consumable	Quantity	Monthly rate	Total monthly cost
Sanitary Bins - Twice a week- *Service only	Included	38		
Oxy Air fresheners - 60 Day cycles – Service only	Included	27		
Anti – theft bracket Air freshner	Included	27		
Stainless steel Lockable TR5 toilet roll holder	excluded	46		
Stainless steel soap dispenser – Serra or equal approved	excluded	30		
SHE Bin– Stainless steel dispensers	Included	38		
Foam soap dispenser	excluded	33		
Total				R

*Bidders are requested to provide details of the product type and/or brand used for the servicing of the Sanitary Bins

*For SHE bins, the service provider is required to have a permit for legal disposal of bio harzadous waste.

1.10. High access cleaning equipment

Specification	New/Used	Quantity	* Pro rata monthly rate	Total monthly cost
Rope access kit, equipment and PPE as required by OHS Act and SANS guidelines		4		
Total				R

* High access cleaning will be done quarterly, for two (2) days at a time which totals eight (8) days a year

1.11 High Access cleaning Labour costs

General Labour	Hours per month per resource	Resource rate/hour	Total Amount per Resource per Month	Number of Resources*	Total monthly fee
Two days per quarter (06:00 – 18:00)	7.33	R	R	4	R
Total					R

* High access cleaning will be done quarterly, for two (2) days at a time which totals eight (8) days a year

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Part C3: Scope of Work

- C3.1 Service Information**
- C3.2 Health and Safety Requirements**
- C3.3 Service Level Agreement and Performance Management**

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Part C3: Scope of Works

C3.1: Service Information

OVERVIEW OF REQUIREMENTS

Airports Company South Africa SOC Ltd hereby invites proposals for the provision of general cleaning, services at the Chief Dawid Stuurman International Airport for a period of 5 years.

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

1. General cleaning
2. High access cleaning
3. Hygiene equipment supply, consumables and services
4. Supply of all cleaning consumables and materials; and
5. Supply and maintenance of all cleaning machinery and equipment

In general, the scope of work should cover, inter alia; all internal and external, general and routine cleaning of common areas. Including; floors, tiles, partition walls, internal walls, furniture, window cleaning, deep cleaning of sanitary conveniences and washing facilities, kitchens, boardrooms, staff areas and restrooms, baggage sortation areas, pavements and walkways, as well as cleaning of telephones, and other periodic cleaning as required, carpet cleaning, litter picking, and removal of chewing gum and oil when required.

Detailed areas of work are covered below.

DETAILED SCOPE OF WORK: AREAS TO BE COVERED

Areas to be included in the Scope

The cleaning services to be provided by the successful bidder will be for various areas on the airport. The areas to be covered in the scope of work and the approximate square meters are defined below:

SCOPE OF WORK AND REQUIREMENTS/SPECIFICATION

The **CONTACTOR** shall provide cleaning services in the Main Terminal Building (Check-in, concourse, departures, arrivals, ACSA offices), All baggage halls both arrivals and departures, baggage screening area's, Parking areas and roadways, Fire and rescue (fire station), Maintenance engineering, Gate one guard house (Main gate), Emergency Control Centre (ECC) and Car rentals building.

Include also the Airside walkways and Landside Restrooms

1. The services to be rendered by the **CONTRACTOR** at the **Chief Dawid Stuurman International Airport** are the following:

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		DAILY	WEEKLY	MONTHLY	ON REQUEST	AS NECESSARY	
	Resilient Floors: Vinyl or Linoleum						

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	Parquet & Wooden Floors							

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	Marble, Terrazzo, Ceramic, Quarry Tiles, Quartzite						

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	Internal Concrete & Grano						

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	Outside Tarr Parking areas (Public, Staff, Car rental, Shuttle parking areas and roads)						

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	Rugs and Carpeting						
	Waste Disposal						

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	Dusting						

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	Walls and Paintwork						

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	Glass and Metal Work						

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	Ablution Facilities						

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	Venetial Blinds						
	Miscellaneous						

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	Windows and Partition Glass							

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	ACSA Block A and B Offices including kitchen and Toilets						

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	Maintenance Workshops						

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	Lock up garages						
	Paved areas (Landside/ airside)						

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	Baggage and Baggage screening areas						

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	Ramp handling building						

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All areas covered in terms of this **AGREEMENT**, must, in the reasonable opinion of the **MAINTENANCE MANAGER** and **AIRPORT MANAGEMENT TEAM** appear clean, and tidy every day of the week and for 24 hours a day. Quality Management surveys will be conducted by ACSA and the services Standard quality management team on a regular basis.

2. The following buildings and premises are excluded:

The inside of buildings and premises leased and/ or rented out by the **AIRPORTS COMPANY** on a lease basis to third parties who are responsible for the cleaning of the inside of the afore said buildings or premises; The inside of offices and/ or toilets leased and/ or rented out to third parties for their exclusive use. All outer building windows are not excluded.

3. RECHARGEABLE

All ablutions falling within specific areas had been equipped with the following at **Airports Company South Africa** cost. All equipment will be the responsibility of the **CONTRACTOR** to maintain. No mark-up will be charged on rechargeable items. Any additional items to be installed is to be verified /authorised by the Service Manager in his absence. The **CONTRACTOR** shall ensure that the following rechargeable equipment in the ablution facilities, which forms part of the contract are maintained and handed back to **Airports Company South Africa** in a workable condition on termination of the contract.

3.1. Rechargeable Equipment:

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3.2. Rechargeable's:

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(Supply the following info with tender submission)

- a) The toilet paper supplier that the tenderer will be sub-contracting to
- b) The price per toilet roll
- c) The price per bale
- d) Each roll of the toilet paper to consist of 500 sheets (1ply) and be SABS approved
- e) The toilet paper to be of good quality

The successful tenderer should also note that toilet paper should be supplied at the manufacturer's price.

The tenderer will be responsible at its own cost for the replacement of hand soap dispensers, which shall include the maintenance, replacement of refill/ liquid soap dispensers and the installation, repairs of all hand dryers, soap dispensers, and TR holders +Locks

3.3 Ablution Facilities:

GROUND FLOOR:

1.	ARRIVALS BAGGAGE CLAIM		
1.1.	GENTS:	TOTAL:	COMMENTS:
	Toilets	3	

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	Urinals	2	
	Urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	3	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	Foam refill type
	Hand dryers	1	
	Mirrors	3	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (Inner)	3	
	Toilet doors with handle (Outer)	0	
	Windows	0	
1.2	LADIES	TOTAL	COMMENTS
	Toilets	3	
	Sanitary Bins	3	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	3	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	3	
	Soap dispensers	2	Foam refill type
	Hand dryers	1	
	Mirrors	4	
	Dirt Bins	1	
	Air fresheners	1	
	Baby changing unit	0	
	Toilet doors with handle (inner)	3	
	Toilet doors with handle (outer)	0	
	Windows	0	
1.3.	DISABLED:	TOTALS:	Comments
	Toilets	1	
	Sanitary Bins	2	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Paper towel holder	0	

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	Wash basin	1	
	Taps	1	
	Soap dispensers	1	Foam refill type
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby changing unit	0	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	0	
1.4	BABY CHANGE ROOM: TOTALS		
	Toilets	1	
	Sanitary Bins		
	Toilet roll holder (T2)		
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)		
	Paper towel holder	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	0	
	Air fresheners	1	
	Baby changing unit	1	
	Toilet doors with handle (inner)		
	Toilet doors with handle (outer)		
2.	INTERNATIONAL ARRIVALS:		
2.1	GENTS:	TOTALS:	COMMENTS:
	Toilets	2	
	Urinals	3	
	Urinals liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	Foam refill type
	Hand dryers	1	

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	Mirrors	2	
	Dirt Bins	1	
	Air fresheners	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	0	
	Windows	0	
2.2	INTERNATIONAL ARRIVALS LADIES:	TOTALS:	COMMENTS:
	Toilets	3	
	Sanitary Bins	3	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	3	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	3	
	Soap dispensers	2	Foam refill type
	Hand dryers	1	
	Mirrors	4	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby changing unit	0	
	Toilet doors with handle (inner)	3	
	Toilet doors with handle (outer)	0	
	Windows	0	
2.3	INTERNATIONAL ARRIVALS: DISABLED and BABY CHANGE:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Paper towel holder	0	
	Roll Control (Toilet paper)	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	Foam refill type
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby changing unit	1	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Windows	0	
3.	GROUND FLOOR AT DEPARTURES NEXT TO AIRLINK TICKET RESERVATION OFFICE		
3.1	GENTS:	TOTALS:	COMMENTS:
	Toilets	6	
	Urinals	4	
	Urinal liquid air fresh holder	0	
	Toilet roll holder (T1)	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	6	
	Paper towel holder	2	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	
	Hand dryers	2	
	Mirrors	4	
	Dirt Bins	1	2 IN WASH BASIN
	Air Fresheners	2	
	Toilet doors with handle (inner)	6	
	Toilet doors with handle (outer)	0	
	Windows	10	
3.2.	GENTS DISABLE TOILET	TOTALS:	COMMENTS:
	Toilets	1	
	Urinals	0	
	Toilet roll holder (T3)	1	
	Paper towel holder	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	0	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	0	
	Windows	2	
3.3.	LADIES:	TOTALS:	COMMENTS:
	Toilets	6	
	Sanitary Bins	6	
	Toilet roll holder (T1)	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	6	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Paper Towel holder	2	
	Wash basin	3	
	Taps	4	
	Soap dispensers	2	
	Hand dryers	2	
	Mirrors	5	
	Dirt Bins	2	ADDITIONAL 2 IN BETWEEN WASH BASIN
	Air Fresheners	2	
	Baby changing unit	0	
	Toilet doors with handle (inner)	6	
	Toilet doors with handle (outer)	0	
	Windows	12	
3.4.	DISABLED LADIES:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T3)	1	
	Paper towel holder	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	0	
	Baby changing Unit	1	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	0	
	Windows	3	
4.	FIRST FLOOR OPPOSITE WIMPY		
4.1.	GENTS:	TOTALS:	COMMENTS:
	Toilets	2	
	Urinals	2	
	Urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	
	Hand dryers	1	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Mirrors	3	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	0	
	Windows	5	
4.2	LADIES:	TOTALS:	COMMENTS:
	Toilets	4	
	Sanitary Bins	4	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	3	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	4	
	Dirt Bins	1	
	Baby changing unit	0	
	Air Fresheners	1	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	1	
	Windows	9	
4.3.	DISABLED AND BABY CHANGE:	TOTALS:	COMMENTS
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Baby changing unit	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	

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Windows	0
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4.4	FIRST FLOOR ROOF		
	GENTS	TOTALS:	COMMENTS:
	Toilets	1	
	Urinals	2	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	2	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	1	
	Windows	0	
4.5.	LADIES:	TOTALS:	COMMENTS:
	Toilets	2	
	Sanitary Bins	2	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	2	
	Dirt Bins	1	1 additional rubbish bin in between wash basin
	Air Fresheners	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Windows	0	
4.6.	DISABLE TOILET:	TOTALS:	COMMENTS:
	Toilets	1	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Sanitary Bins	0	
	Toilets	2	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Mirrors	1	
	Hand dryers	1	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	1	

5	SECOND FLOOR - ECC ROOM		
5.1	GENTS	TOTALS:	COMMENTS:
	Toilets	2	
	Urinals	2	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)	1	
	Wash basin	3	
	Taps	3	
	Soap dispensers	0	Pearly white
	Hand dryers	0	
	Mirrors	2	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Windows	1	
5.2.	LADIES:	TOTALS:	COMMENTS:
	Toilets	2	
	Sanitary Bins	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Hand towel	1	
	Wash basin	3	
	Taps	3	
	Soap dispensers	2	Pearly white
	Hand dryers	0	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Mirrors	3	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby changing unit	0	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Windows	1	
5.3	DISABLED:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	0	
	Toilet roll holder (T3)	1	
	Hand towel	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	0	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	

6	GROUND FLOOR SECURITY HOLDING AREA		
6.1	GENTS	TOTALS:	COMMENTS:
	Toilets	4	
	Urinals	4	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	3	
	Soap dispensers	2	Foam refill type
	Hand dryers	1	
	Mirrors	4	
	Dirt Bins	1	1 additional in between wash basins
	Air Fresheners	1	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	0	
	Windows	0	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

6.2.	LADIES: SECURITY HOLDING AREA	TOTALS:	COMMENTS:
	Toilets	5	
	Sanitary Bins	5	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	5	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	3	
	Taps	4	
	Soap dispensers	3	
	Hand dryers	1	
	Mirrors	5	
	Dirt Bins	1	2 additional bin in between wash basins
	Air Fresheners	1	
	Baby changing unit	0	
	Toilet doors with handle (inner)	5	
	Toilet doors with handle (outer)	0	
	Windows	0	

SECURITY HOLDING AREA			
6.3	DISABLED TOILETS	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary bins	1	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/hand towel	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	0	

7. FIRST FLOOR LOUNGES TOILETS			
7.1	GENTS:	TOTALS:	COMMENTS:

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Toilets	3	
Urinals	5	
Urinal liquid air fresh holder	0	
Toilet roll holder (T2)	0	
Toilet roll holder (T3)	3	
Toilet roll holder (T4)	0	
Paper towel holder	2	
Wash basin	2	
Taps	3	
Soap dispensers	2	
Hand dryers	1	
Mirrors	4	
Dirt Bins	1	2 additional bin in between wash basins
Air Fresheners	1	
Toilet doors with handle (inner)	3	
Toilet doors with handle (outer)	0	
Windows	0	

7.2	LADIES	TOTALS:	COMMENTS:
	Toilets	6	
	Sanitary Bins	6	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	6	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	3	
	Soap dispensers	2	
	Hand dryers	2	
	Mirrors	2	
	Dirt Bins	1	2 additional bin in between wash basins
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	6	
	Toilet doors with handle (outer)	0	
	Windows	0	

7.3	FIRST FLOOR LOUNGES TOILETS: DISABLED/BABY TOILET		
	GENTS/LADIES:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary bin	1	
	urinal liquid air fresh holder	0	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/ Paper towel holder	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	liquid refill type
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby changing unit	1	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	0	
	Sanitary Bins	0	

8.	ARRIVALS MEETERS AND GREETERS – GROUND FLOOR		
8.1	GENTS:	TOTALS:	COMMENTS:
	Toilets	4	
	Urinals	5	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/ Paper towel holder	2	
	Wash basin	3	
	Taps	4	
	Soap dispensers	3	
	Hand dryers	2	
	Mirrors	5	
	Dirt Bins	1	2 additional bin in between wash basins
	Air Fresheners	1	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	0	
	Windows	7	

8.2.	LADIES:	TOTALS:	COMMENTS:
	Toilets	5	
	Sanitary Bins	5	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	5	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/hand towel		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Wash basin	4	
	Taps	4	
	Soap dispensers	4	
	Hand dryers	1	
	Mirrors	4	
	Dirt Bins	1	2 additional bin in between wash basins
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	5	
	Toilet doors with handle (outer)	0	
	Windows	7	
8.3	DISABLED/ BABY CHANGING TOILET		
	GENTS:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary bins	1	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Baby Changing unit	1	
	Paper towel holder	0	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	Liquid fill up
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	0	
	Air Fresheners	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Windows	0	
	Showers	0	

9.	CAR RENTALS TOILETS		
9.1	LADIES:	TOTALS:	COMMENTS:
	Toilets	3	
	Sanitary Bins	3	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	3	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	DO NOT REFILL
	Wash basin	3	
	Taps	3	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Soap dispensers	2	Liquid fill up
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	3	
	Toilet doors with handle (outer)	1	
	Windows	5	

9.2	CAR RENTALS GENTS:	TOTALS:	COMMENTS:
	Toilets	1	
	Urinals	2	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	3	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/ Paper towel holder		
	Wash basin	2	
	Taps	2	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	1	
	Windows	1	

9.3	CAR RENTAL DISABLE TOILET:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Paper towel holder	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Baby Changing unit	0	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	1	

10.	SECURITY MAIN GATE		
10.1.	GENTS:	TOTALS:	COMMENTS:
	Toilets	1	
	Urinals	0	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/Paper towel holder	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	Liquid fill up
	Hand dryers	0	
	Mirrors	0	
	Dirt Bins	1	
	Air Fresheners	1	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	1	

10.2.	LADIES:	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/Paper towel	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	0	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	0	
	Toilet doors with handle (outer)	1	
	Windows	1	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

11.	FIRE STATION TOILET: AIRSIDE		
11.1	GENTS AND DISABLED	TOTALS:	COMMENTS:
	Toilets	4	
	Sanitary Bins	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Paper towel holder	0	
	Wash basin	4	
	Taps	10	
	Soap dispensers	3	
	Hand dryers	0	
	Mirrors	2	
	Dirt Bins	1	Only in disable toilet
	Air Fresheners	1	
	Shower	3	
	Toilet doors with handle (inner)	3	
	Toilet doors with handle (outer)	2	
	Windows	9	

11.2.	FIRE STATION LADIES: AIRSIDE	TOTALS:	COMMENTS:
	Toilets	1	
	Sanitary Bins	1	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/Paper towel	1	
	Wash basin	1	
	Taps	1	
	Soap dispensers	1	
	Hand dryers	0	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	1	
	Shower	1	
	Windows	6	

12.	MAINTENANCE WORKSHOP – AIRSIDE		
12.1	GENTS:	TOTALS:	COMMENTS:
	Toilets	2	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Urinals	2	
	urinal liquid air fresh holder	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/ Paper towel holder	1	
	Wash basin	2	
	Taps	2	
	Soap dispensers	1	
	Hand dryers	1	
	Mirrors	3	
	Dirt Bins	1	
	Air Fresheners	1	
	Shower	1	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Windows	2	

12.2.	MAINTENANCE WORKSHOP– AIRSIDE		
	LADIES	TOTALS:	COMMENTS:
	Toilets	2	
	Sanitary Bins	2	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	2	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/Paper towel	1	
	Wash basin	2	
	Taps	4	
	Soap dispensers	1	
	Hand dryers	0	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	2	
	Toilet doors with handle (outer)	1	
	Shower	1	
	Sitting bench	1	
	Windows	3	

13	GYM ROOM – LANDSIDE		
13.1.	UNISEX TOILETS	TOTALS:	COMMENTS:
	Toilets	3	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Sanitary Bins	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	1	
	Toilet roll holder (T4)	0	
	Roll Control (Toilet paper)/Paper towel	3	
	Wash basin	5	
	Taps	5	
	Soap dispensers	0	
	Hand dryers	0	
	Mirrors	5	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	1	
	Toilet doors with handle (outer)	1	
	Shower	2	
	Sitting bench	1	
	Windows	3	

14.	AERO PARK BLOCK A:		
14.1	GROUND FLOOR AND FIRST FLOOR		
	GENTS:	TOTALS:	COMMENTS:
	Toilets	4	
	Sanitary Bins	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	4	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	2	
	Windows	?	

14.2	AERO PARK BLOCK A:		
	GROUND FLOOR AND FIRST FLOOR		
	LADIES:	TOTALS:	COMMENTS:
	Toilets	6	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Sanitary Bins	6	
	Toilet roll holder (T2)		
	Toilet roll holder (T3)		
	Toilet roll holder (T4)	6	
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	2	
	Windows	?	

14.3	AERO PARK BLOCK B:		
	GROUND FLOOR AND FIRST FLOOR		
	GENTS:	TOTALS:	COMMENTS:
	Toilets	4	
	Sanitary Bins	0	
	Toilet roll holder (T2)	0	
	Toilet roll holder (T3)	4	
	Toilet roll holder (T4)	0	
	Paper towel holder	2	
	Wash basin	2	
	Taps	4	
	Soap dispensers	2	
	Hand dryers	1	
	Mirrors	1	
	Dirt Bins	1	
	Air Fresheners	1	
	Baby Changing unit	0	
	Toilet doors with handle (inner)	4	
	Toilet doors with handle (outer)	2	
	Windows	?	

14.4	AERO PARK BLOCK B:		
	GROUND FLOOR AND FIRST FLOOR		
	GENTS:	TOTALS:	COMMENTS:
	Toilets		
	Sanitary Bins		
	Toilet roll holder (T2)		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Toilet roll holder (T3)		
	Toilet roll holder (T4)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Baby Changing unit		
	Toilet doors with handle (inner)		
	Toilet doors with handle (outer)		
	Windows		

14.4	AERO PARK BLOCK B:		
	GROUND FLOOR AND FIRST FLOOR		
	LADIES:	TOTALS:	COMMENTS:
	Toilets		
	Sanitary Bins		
	Toilet roll holder (T2)		
	Toilet roll holder (T3)		
	Toilet roll holder (T4)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Baby Changing unit		
	Toilet doors with handle (inner)		
	Toilet doors with handle (outer)		
	Windows		

15.	SECURITY GUARD HOUSES:		
15.1	AERO PARK		
	UNISEX:	TOTALS:	COMMENTS:
	Toilets		
	Toilet roll holder (T3)		
	Paper towel holder		
	Wash basin		
	Taps		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Toilet doors with handle (outer)		
	Windows		

15.2	SECURITY GUARD HOUSES:		
	OPEN PARKING GUARD HOUSE		
	UNISEX:	TOTALS:	COMMENTS:
	Toilets		
	Toilet roll holder (T3)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Toilet doors with handle (outer)		
	Windows		

15.3	SECURITY GUARD HOUSES:		
	CARGO TOILET		
	UNISEX:	TOTALS:	COMMENTS:
	Toilets		
	Toilet roll holder (T3)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Toilet doors with handle (outer)		
	Windows		

15.4	SECURITY GUARD HOUSES:		
	NON -SCHEDULE: GUARD HOUSE		
	UNISEX:	TOTALS:	COMMENTS:
	Toilets		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Toilet roll holder (T3)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Toilet doors with handle (outer)		
	Windows		

15.5	SECURITY GUARD HOUSES:		
	BOENG RD: GUARD HOUSE		
	UNISEX:	TOTALS:	COMMENTS:
	Toilets		
	Toilet roll holder (T3)		
	Paper towel holder		
	Wash basin		
	Taps		
	Soap dispensers		
	Hand dryers		
	Mirrors		
	Dirt Bins		
	Air Fresheners		
	Toilet doors with handle (outer)		
	Windows		

SCOPE OF WORK SPECIFICATIONS**Works Specifications****Cleaning:**

- I. Cleaning of counters at check in and boarding
 - o Use cloth or soft nylon brush and soft soap;
 - o No abrasive scrapers or blades to glass & aluminium;
 - o Feather dust all glass before washing;
 - o Use soft mutton cloth or micro fibre cloth for cleaning;
 - o Use M3 stainless steel polish only for all stainless steel equipment
 - o Daily cleaning of all areas under this Agreement.

- II. Lift and other stainless steel rails cleaning

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- Cleaning agents:
 - Glass use of known glass cleaner;
 - Stainless use Steel M3 Stainless Steel polish;
 - Handrail use a damp micro fibre Cloth (not wet)
 - Steps - Vacuum/sweep or brush;
 - Floor plate use damp cloth (not wet);
 - Lifts use M3 stainless steel polish;
 - Door track - Vacuum/ sweep or brush.
 - Water must not enter the lift at any time.
- III. Hulabond aluminium
- No high pressure hoses to be used on Hulabond aluminium;
 - Mild detergents with clean water may be used.
- IV. Wall Panels
- Surface to be dust free
 - Damp soft micro fibre cloth must be used
 - Wipe surface of wall panels with stroke movements, left to right with grain. Area to be covered must not exceed half a square meter, in a motion.
 - Immediately, use damp chamois leather, to remove any or all excess water.
 - Any surface marks or dirt will be very easily removed without any damage to the finish of the pan. This exercise can be done once in six weeks, for maintenance purposes only.
- V. Flooring

Poor maintenance or the use of the wrong cleaning materials will not only result in an unsightly floor, it can also result in irreparably damage to the floor. The Service Provider must therefore use the correct cleaning materials, and follow the cleaning steps as detailed in the table below.

Activity	Action	Notes
FLOORS	Sweep: remove soil and dirt	Preferably by vacuuming or sweeping with soft broom.
	Wash the floor with a light duty detergent. Use auto-scrubber.	Excessive amounts of cleaning solution should be avoided since it may seep between the tiles affecting both the adhesive and the tile. The clean-solution and the nylon pad should be changed at frequent intervals. Scrubbing pads are usually blue or green.
	Avoid excessive amounts of water on the floor	Assess movement of passengers before washing of floors to avoid injuries to passengers.
LAMINATED	Follow manufacturer's instructions carefully.	Follow manufacturer's instructions carefully.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Methods and procedures

Service Provider accepts and acknowledges that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Company's business.

Therefore, within reason and with prior arrangement with the Service Provider, the Company might require the following from time to time:

- Re-scheduling of work to accommodate the Company's third party contractors;
- Attending co-ordination and planning meetings;
- Removing rubble and/or equipment from site;
- Co-operating with ACSA Security relating to security initiatives.

Cleaning chemicals and consumables / materials

I. Chemicals

ACSA would like to ensure that cleaning standards are not lowered in the execution of the contract to be signed for the provision of the services mentioned herein. Therefore, a start-up list of approved chemicals has been developed for bidders to use in the preparing of their bid.

ACSA reserves the right to change or replace any of the below listed chemicals with equivalent specification chemicals. The successful bidder is encouraged to offer ACSA continuous improvement efforts which are aimed at enhancing cleaning efficiency and cleaning standards at the best price at all times.

All chemicals must be SABS and/or SANS approved and must not be harmful to the environment.

No	DESCRIPTION
	Approved list of chemicals
1	Sanitary all purpose cleaner with pleasant odour that prevents limecale build up leaving a shiny streak free gloss, not corrosive, kind to skin (suitable for all washable stainless steel, plastic, porcelain, ceramin, enamel, glass), per 20lt
2	Biological double action cleaner/deodorizer for the cleaning and odour control in sanitary areas, toilets, urinals and odour control in carpets, per 20 lt
3	Viscous acidit toilet bowl cleaner for the removal of limescale and urinary stain, deodorizing and bactericide that removes dirt and limescale after a short period (must be free of hydrochloric acid) per 20 lt
4	Hard wear resistant polymer based self shining dispersion that form a hard wearing, slip resistant

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	protective film with a high gloss for high speed and ultra speed polishing per 201t
5	Window cleaner per 20lt
6	Powerful Alkaline cleaning agent for the machine cleaning of floor coverings, low foaming, not perfumed, removes soiling per 20 lt
7	Clear Liquid hand soap per 20lt
8	stainless steel polish read to use cleaner and polish
9	Furniture polish (no oil furniture polish)
10	Spray emulsion containing wax, to remove water solvent soluble olution and scuff marks which forms a protective film which can be polihed per 20 lt (Mondo floor cleaner where applicable)
13	Powder for carpets per 20 lt
14	Jeyes Fluid per 25lt
15	Gum removing soluble agent in aerosol cans
16	Ready use abrasive liquid cleaner non scratching or corrosive per 20lt
17	Concentated tile cleaner for porcelain, tiled areas and all washable surface, based on non-ionic and anionic surfaces. per 20lt

II. Consumables / Materials

ACSA would like to ensure that cleaning standards are not lowered in the execution of the contract for the provision of the services mentioned herein. Therefore, a start-up list of approved consumables/materials along with quantities, which can be found in the Activity Schedule, has been developed for bidders to use in the preparing of their bid;

ACSA reserves the right to change, replace or revise the items and/or quantities in the below listed consumables/materials with equivalent specification items;

The successful bidder is encouraged to offer ACSA continuous improvement efforts which are aimed at enhancing cleaning efficiency and cleaning standards at the best price at all times.

	DESCRIPTION
	Consumables/Materials
	Clear Hand soaps – 20 Litre
	Toilet paper per Bale - 1 Ply virgin
	48 Rolls per Pack.
	500 Sheet per Roll as per SABS or SANS Regulations.
	Sheet Size: 100mm x 110mm
	19gsm Paper.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

	Single ply Toilet paper
	Refuse Bags (Clear)
	Large
	Medium
	Small
	300m Maslin Cloth
	Microfibre Cloths
	Green – Basins
	Blue – Mirrors
	Red - Bathrooms
	Microfibre Sleeves
	Vacuum Bags
	Gloves (General purpose)
	Industrial/heavy duty (dependent on no. of areas requiring the use thereof)
	Dust Masks
	Urinal Mats

Cleaning machinery and equipment

I. Machinery

All the machinery being provided on the contract must still be within its serviceable life.

The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.

The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of the contract.

The successful bidder is to submit a Machinery and Equipment deployment schedule which will clearly show the number of items and the areas in which they will be deployed on a daily basis. ACSA reserves the right to make changes to the equipment deployment in accordance with a change in requirements or operations.

Please consider the following when obtaining machinery to be used in the provision of the services herein:

- Brushboy – used for grooves on tiles, floor and walls, toilets, stairs, edges, lifts, used by deep cleaning team at night.
- Industrial washing machine and dryer – to wash pads, mops and cloth etc. This must be done in accordance with the colour-coding system used by the successful bidder.
- Monodisc single brush machines – high speed- used for buffing floors – required to be available on site at all times.
- Easy Rider (or equivalent) – to be available on site – used for scrubbing and mopping. One to cover up to a 50 000 sqm with a wide squeegee and sufficient battery size taking up to 200lt of water, another push behind

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

scrubbing machine to cover up to 50 000 sqm with a wide squeegee and sufficient battery size taking at least between 50lt and 70lt of water.

- High pressure machine up to 150 bar for outside / walkway areas – to be available when required

No	DESCRIPTION
	General Cleaning Machinery
1	Ride on Auto Scrubbers
2	Upright Industrial Vacuum Cleaners
3	Wet& Dry Vacuum Cleaners (80lt)
4	Brushboy/Floorboy
5	Dual speed Buffing Machines
6	High Pressure Cleaner
7	Push Sweepers
8	Washing Machine - Washing of Microfibre Sleeves
9	High pressured steam cleaner for cleaning grime build up on tile grout
10	Blowers

*Detailed quantities for machinery and equipment included in Activity-based Price Schedule

II. Equipment

All the equipment being provided on the contract must still be within its serviceable life.

No	DESCRIPTION
	Equipment
1	Colour-coded split buckets on wheels with wringer
2	Microfibre Mops
3	Maslin Tools
4	Aluminium long handle jumbo mops (long hair)
5	Toilet kit (portable) <i>public areas/high traffic</i>
6	Janitorial Trolleys (twin bucket)
7	30m x 2mm Extension cords
8	Long Handle Dust Pans including whisk brooms
9	Big outdoor brooms hard and soft bristles
10	Window Squeegees with telepoles
11	Big Rectangular Buckets for Window Squeegees
12	Metal Scrapers
13	Toilet Brushes

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

No	DESCRIPTION
	Equipment
14	Scrubbing Brushes & Scourers
15	Wet Floor Signs
16	Long Feather Dusters
17	Short Feather Dusters
18	Spray Bottles 750ml

The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.

The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the equipment prior to the commencement of the contract.

Planning and programming

All cleaning work shall be scheduled in advance on a monthly basis. The roster must be submitted to the ACSA Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

As a minimum requirement, the successful bidder shall roster scheduled cleaning services and all related activities.

The Airport is continuously undergoing construction and improvement. Therefore, within reason and with prior arrangements with the successful bidder, ACSA may require the execution of the following services:

- Re-scheduling of work in order to accommodate other contractors;

Quality plans and control

The Service Provider must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Service Provider 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.

The quality management system (QMS) will detail amongst others, but not limited to cleaning work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.

Bidders are required to submit a QMS proposal. The quality management system will detail amongst others, but not limited to cleaning (general and special) work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedures, enhancement procedures, etc.

The QMS proposal should as a minimum, cover the following key areas:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

- Illustration of an understanding of requirements of this contract and the airport operation;
- General audit system being applied;
- Ablution facilities audit document;
- Monthly reporting;
- Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
- Corrective/Preventative Actions;
- Rectifying/correcting/communicating problems logged on the Helpdesk;
- Consumables usage audit system;
- Mechanised cleaning audit system;
- Introduction of new technologies, new chemicals, new consumables, new machinery and equipment to improve overall service provision and quality during the contract;
- Compliance Audit systems to applicable regulation and/or legislation;
- Operational roll out plan, to indicate the roll out plan to ACSA infrastructure upon appointment of the contract. The contractor to indicate the human resources roll out, equipment roll out, consumables roll out etc; and
- Details of QMS being applied. i.e. In-house or ISO.

ACSA is audited monthly based on Airport Council International (ACI) industry norms and standards using a passenger feedback Airport Service Quality (ASQ) survey. **Cleanliness of the airport forms a major part of the ASQ rating and the successful bidder needs to partner with ACSA to ensure that this rating is achieved every month.** This rating is benchmarked for both ablutions and terminal floors. The ASQ ratings results will be made available to the successful bidder monthly.

The rating will be set annually by ACSA and any change will be communicated

For the year 2018/19 the ASQ rating is set as follows:

- International benchmarked rating: 4.2
- Domestic Benchmarking rating: 4.2

The benchmark is a key performance indicator set yearly by ACSA and will be communicated to the bidder once amended.

The above must be documented as it will form part of the monthly performance review

Safety, Health, Environment and Risk (SHER)

The successful bidders shall be required to submit a safety file at the start of the contract: Guidance on the contents of the file is given in the attached Annexure.

The successful bidder must keep noise and dust levels to a minimum. At no point 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 successful bidder:

- allow any pollutive 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.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:

- Environmental policy; and
- Health and Safety policy

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The successful bidder shall conduct an environmental, health and safety induction training session prior to the commencement of contract for all resources to be deployed to the contract. An attendance register must be kept in the successful bidders' health and safety file.

For any cleaning services to be conducted on the Airside, Airside Safety Induction training shall be attended by all resources to be deployed to the Airside and a course fee determined by ACSA shall be paid by the successful bidder. A security permit to access airside shall be issued on production of proof of attendance.

The successful bidder shall:

- Ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the successful bidder prior to commencement of the contract.
- Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
- Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
- Ensure that PPE or Clothing is kept in good working order.
- Clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA reserves the right to remove any person from site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises.
- Appoint a competent person to conduct a risk assessment which will include, but not limited to:
 - Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related hazard analysis and evaluation of the identified risks and hazards;
 - A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
 - A monitoring and review plan of risks and hazards;
 - Fall protection plan for work carried in elevated position(s). The successful bidder shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

The Service Manager shall be entitled to fine the successful bidder for each non-conformance to Health and Safety matters. This shall not transfer any of the successful bidders' responsibilities in this regard to the Employer by any means.

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures and practices. 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 from the ACSA Safety Department.

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.

The successful bidder's Workmen's Compensation fees must be up to date. A copy of the successful bidder'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, 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 successful bidder, at his/her own expense shall provide such equipment, for his/her employees. The successful bidder shall apply the necessary discipline and control to ensure compliance by his workers.

Atleast one High level cleaner must have training to operate a cherry picker. Cherry picker will be authorized at ACSA's discretion

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 ACSA premises.

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

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

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

The successful bidder 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.

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

Format of communication

Daily Staff deployment sheets, work instructions, daily check sheets, monthly maintenance reports, inventory reports, equipment breakdown reports, communication books for shift handover etc. will all be in a format as agreed with the Service Manager.

The Site Manager and Supervisors need to be accessible by cell phone when in operations at all times.

Key personnel

A schedule of resources to this Contract (as per the Activity Schedule) will be provided to the Service Manager at the commencement of this Contract. This will, as a minimum, include all persons from general cleaner level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

The successful bidder is required to screen all resources to be deployed to the contract and ensure that the following background checks have been performed prior to contract commencement:

- Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse;
- Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract to pose any operational disruption risks to ACSA;
- Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and
- Any other checks deemed necessary by the successful bidder. Details and the confirmation thereof must be submitted in bidders' responses to this Request for Proposal.

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The successful bidder is required to takeover general cleaners currently employed by the current service provider for employment on this contract. The successful bidder must screen, interview and vet the general cleaners from the previous contract with the aim of employing those that meet the set criteria. This requirement is not section 197. The new service provider will not be responsible for benefits due from the contract with the previous employer.

For the purposes of this tender, the key personnel to be evaluated in Phase 2 of the evaluation of this tender shall be the following:

- Site Manager; and
- Supervisor;

Management Meetings, Reports and Minutes

The Service Provider will be expected to attend meetings relating to maintenance, operations, contract management and other issues as follows:

- Monthly Occupational Health and Safety Meeting;
- Weekly service meetings;
- Monthly management meetings, including Risk Register management
- Any other special meeting called by the Company from time to time.

The Service Provider will make the required persons available for these meetings at all times;

The Service Provider shall not submit claims for payment for attending any of these meetings as they form part of the Scope of Services.

Minutes and action items produced at these meetings will be distributed among the attendees after meeting. The Company shall be responsible for drafting and distributing the said minutes and action items;

All action items arising out of a meeting shall be attended to and closed before the following meeting. A report will be delivered to the Company before the following meeting, and in any event, at a time specified by the Company from time to time;

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. These will be submitted on a daily, weekly or monthly basis respectively to the Service Manager in a correct format.

Failure to submit the reports will result in:

- The Company imposing penalties;
- Delayed payment for Services until such time the report has been submitted and approved.

Daily records

The Service Provider shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports.

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Records shall be kept on site and will be available for scrutiny by the Service Manager at any time.

The successful bidder must ensure that the following is observed in respect of ablution facilities at all times:

- All toilets must have toilet registers which need to be signed by ACSA Staff, Supervisors/Manager when doing periodic inspections during each shift.
- Time and attendance system must be used to ensure that staff are at their stations at all times.
- All other toilets to be cleaned and maintained every 3 hours on a rotational basis.
- All equipment to be stored in designated storerooms/slucce rooms; where these are provided, in areas where no slucce rooms exist, the equipment must not be an obstacle for passenger movement, at all times and not in toilets and public areas.
- The toilets should be cleaned after the last flight, before knocking off for the day

Permits

The Service Provider shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. These are considered to form part of the Agreement.

The Service Provider must ensure that it is, at all times, familiar with the Company'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.

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

The following table is not all inclusive, but is provided for illustration purposes of the current permit costs which the Company has allocated an amount as per the price schedule attached. These are subject to change from year to year.

NEW PERMIT PRICE		
Permit Type	Duration	Price (VAT incl. at 15%)
PERSONAL PERMITS		
Personal Visitors permits	1 day	427,00
Personal temporary permits	2-5 days	427,00
Personal Permanent permits	6days-2yrs	229,00
VEHICLE PERMITS		
Vehicle temporary permits	1 day	41,00
Vehicle temporary permits	2 days	70,00
Vehicle temporary permits	3 days	110,00
Vehicle temporary permits	3-6mths	540,00
Vehicle temporary permits	1 Year	1216,00
PERSONAL PERMIT PENALTIES		

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1 st Lost Personal Permit		167,00
2 nd Lost Personal Permit		304,00
3 RD Loss Personal Permit	No re-issue	0
1 st damaged Personal Permit		167,00
2 nd damage Personal Permit		304,00
Leaving Personal permits in check-in counter slots and Mis-use of personal permits		8885,00
PERMITS RELATED PENALTIES		
Failure to return cancelled permits		4193,00
Failing to return visitors and temporary permits upon expiry		4282,00
Failure to cancel and return permits that no longer in use		14270,00
Leaving permits unattended		7497,00

Proof of compliance with the law

ACSA reserves the right to request proof of compliance every quarter in support of the successful bidder meeting all applicable laws and regulations to the contract. Reasonable time will be given where such proof may not be readily available. As a minimum the following will be required

- COIDA
- UIF
- TAX
- BBBEE
- Training
- NBC pension fund proof of payment and membership

Whenever the Service Provider should receive a request from the Service Manager to provide written proof regarding compliance with a law or regulation, the Contractor shall comply with this request without delay.

Insurance provided by the Employer

The insurance details of the employer have been provided under the General conditions of contract. Bidders must be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. Bidders are advised to seek qualified advice regarding insurance.

Cellphones

The 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 Site Manager and Supervisors

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are required to have cell phones for operational requirements and will be assisted in following the application process required by the issuing authority.

The nature of this contract requires that the Site Manager, Supervisors and Team Leaders be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.

Electricity and Water

The Service Provider shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works, and at its own expense, shall provide any apparatus necessary for such use. The Service Provider shall notify the Company of any equipment or facility, which will be a consumer of electricity and water.

Office / Storage Area/ Meeting Rooms

The Company does not have office space available. Should in future office space become available, the Service Provider may elect to enter into a lease agreement for office space with the Company;

The Company will provide the Service Provider with storage space for its cleaning equipment. The Service Provider must at all times ensure that the storage area is kept clean and free of anything that may cause a health or safety hazard;

The Company will not provide change rooms for the Service Provider's personnel.

The Company will allow the Service Provider use of the meeting rooms at its premises. Should the Service Provider wish to utilize such meeting rooms, it needs to communicate its request to the Service Manager, who will in turn book the room, depending on availability, for the Service Provider to use. The Service Provider must adhere to any of the Company's requirements pertaining to booking meeting rooms.

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Rechargeable items

All Equipment in ablution facilities must be supplied by the Service Provider. It will be the responsibility of the Service Provider to maintain all equipment provided.

The Service Provider will not charge the Company any mark-up will be charged on rechargeable items.

If the Service Provider deems it fit to install any additional items, it will communicate its findings to the Company's contact person, or his/her delegate, who will in turn authorise such installation of additional items.

The Service Provider shall ensure that rechargeable equipment in the ablution facilities, which form part of this Agreement, are maintained and handed back to the Company in a workable condition on termination of the contract.

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Resourcing

Shifts

The following shifts will be worked by the Service Provider's resources.

The Contractor agrees that shift hours can be changed on request from ACSA from time to time to cover changed operational hours and flight schedule time changes at Upington International Airport.

Shifts/ Operational Hours to cover:

- Morning Shift: (Monday to Sunday) 05h00 – 13h00
- Afternoon Shift: (Monday to Sunday) 13h00 – 22h00
- This is applicable to Public Holidays.

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Training and Development

The Sector for Contract Cleaning Services has developed a SAQA approved Cleaning Certificate Course through the Services Sector Education and Training Authority.

Bidders are encouraged to align training and development programmes to the approved qualification and ensure that training and development programmes exists for their staff in order to develop a culture of quality service and professionalism.

The initial and periodic on-site and off-site training and development programme for all skills must be submitted and inserted. Thereafter refresher training must be conducted on an annual basis for on the job training as well as Customer Care Training.

Below is a suggested training and development programme, Bidders are welcome to add more training programmes in line with training programmes that are available to them:

- A. General Cleaner/Toilet Attendant
- B. Site Manager
- C. Supervisors/Team Leader

Training Programme	Target Group	Frequency
Human Resources & Industrial Relations Training (External)	C, B	External – once a year
Personal Hygiene (Inhouse)	A, C, B	Inhouse (bidder)

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		Every quarter – need attendance registers
Company Policies & Procedure (Uniform Policy to be covered), including conditions of use for airport users	A, C, B	Inhouse (bidder) Every quarter – need attendance registers
Occupational Health and Safety Training	A, C, B	External (Every 2 years)
Airport safety awareness training	ALL	Inhouse(provided by ACSA) Once a year
On-the-Job Training (Basic and Toilets) Floor Care Equipment Management Carpet Care and Cleaning	A,	Inhouse – (bidder) Every six months
Basic Cleaning Course Toilet Cleaning and Deep Cleaning Carpet Care and Cleaning	A	External - Once for the duration of the contract – all cleaners – existing and new
Advance Cleaning Course	C, B	External – Every two years
Customer Care Program and Airport Orientation – provided in house by ACSA	A, C, B	Once a year (ACSA)
Carpet care and cleaning	C, B	External every two years
Aviation Safety Rules & Regulations – once off for Permit application every 2 years for staff who have to work on the airside	A, C, B	
Equipment Management and Machine Operator Training	C,	External – once for the duration of the contract. Refresher course to be done should new machines/equipment be purchased

A schedule of staff training and dates must be made available within six months of the contract being in operation

Bidders will need to make provision for relievers of employees attending training and the remuneration for equivalent labour hours spent in training. Where training is ACSA inhouse, ACSA will provide a venue and a trainer.

Bidders are encouraged to align their training programmes with the relevant SETA for increased value-add.

Uniform and Personal Protective Clothing

This contract requires all staff be dressed in a uniform of a standard acceptable to ACSA. The contractor must present photographs or any other acceptable presentation material of the complete uniform with all combinations for male and female staff. The uniform proposed is to accommodate staff allocation to the various respective areas. Samples may be requested; therefore, the uniform is subject to approval by ACSA.

All staff must be issued with uniform and personal protective clothing for their respective areas of work as stated below. Uniform supplied must be sourced and manufactured in the Republic of South Africa. Proof of supply and sourcing needs to be submitted to ACSA.

Staff in Terminal Areas and Toilets Public Areas need to have a special uniform to accommodate operations.

Staff must be issued with both winter and summer uniform and minimum of two (2) sets per staff member.

Uniform costs will be paid for at cost, no mark-up should be added to this cost item.

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Bidders are required to clearly stipulate the uniform issue policy as ACSA will only pay for the first issue of uniform to each employee. Where there is a resignation of a staff member and a new staff member has been employed, such staff member's uniform costs shall not be borne by the successful bidder and may not be transferred to ACSA.

In exceptional circumstance, ACSA may agree to pay for uniform costs where there is proof of the exceptional circumstances having taken place.

Non-adherence to uniform proposed and accepted by ACSA would be viewed as a non-adherence to the contract and would result in a penalty as per the penalty clauses.

The service provider shall submit a design of the proposed full set of the uniform, for ACSA's approval, prior to manufacture.

Rewards and Recognition

Bidders are required to provide details of their employee's reward and recognition plan/proposal/policy. Examples may include Cleaner/Employee of the month etc..

These programmes will be managed and funded by the service provider.

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Part C3: Scope of Works**C3.2: Health and Safety Requirements****OVERVIEW OF REQUIREMENTS FOR THE HEALTH AND SAFETY FILE**

This is an example of the documents that need to be in the Health and Safety file, provided at tender stage to prospective Bidders, to give the Bidders an understanding of what should be contained in the file.

The final list will be provided by the SHE Department at the commencement of the contract.

The Health and Safety file and the adherence thereto on site, shall be audited on a monthly basis. Should the Service Provider be found in contravention of Health and Safety requirements, laws, regulation; the works shall be stopped until such a time as the Service provider is complaint. Delays and costs incurred as a result of the Service Provider's non-conformance shall be for the Service Providers account. Penalties may be levied against the Service Provider, as explained in the Contract Performance section of this document.

SHE FILE REVIEW FORM

Contractor Name: _____ Contract Number: _____

Scope of Work: _____ Project Manager: _____

Area where work is to be performed: _____ Airport: _____

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments		
	16(1), 16(2) & 8(2)		
	SHE Representative		
	First Aider(s)		
	Fire Marshall		
	Supervisors		
	Lifting supervisor		
	Scaffold inspector		
2.	Scope of work		
3.	Risk assessments		
4.	Equipment and tools list		
5.	Safe working procedures		
6.	Toolbox talks		
7.	ACSA Safety, Health and Environmental Induction		
8.	Signed Section 37(2) Agreement		
9.	Valid Letter of Good Standing		

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10	Method Statement		
11	Project Specific SHE Plan		
12	Fall protection and rescue plan where applicable		
13	Lifting plan where applicable		
14	Valid Medicals fitness certificates as per Annexure 3 of the CR 2014 regulations		
15	ID copies of the employees on-site		
16	Pre-populated WCL2 form		
17	Emergency Plan and Contact details for emergencies		
18	Proof of competencies		
19	Notification of construction work or Construction Permit if applicable.		
20	Signed Environmental Terms and Conditions to Commence Work – EMS 048 attached		
21	Register of sub-contractors and activities to be undertaken		
22	Select relevant high-risk activity to be performed <ul style="list-style-type: none"> • Work at Heights • Hot Work • Work on Electricity • Work in Confined Space • Excavation • Work on machinery • Other 		

Approval Status

SHE File approved:

Yes

No

Date approved:

General comments

Details of SHE File reviewer

Full name and Surname: _____

Signature : _____

Designation: _____

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Part C3: Scope of Works

C3.3: Service Level Agreement and Performance Management

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be regarded as being from **05:00 to 22:00** for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

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

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

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PERFORMANCE MANAGEMENT

Sample of Incidents, response times and penalties:

Key Performance Area	Response times	When	Target	Penalties	Incentives
Spillages, Breakages	10 minutes	All times	100% must be achieved	R 1 000 per incident	
Paper removal, litter reaction	10 minutes	All times	100% must be achieved	R 1 000 per incident	
Removal of bubble gum	15 minutes	All times	100% must be achieved	R 1 000 per incident	
Deep Cleaning of toilets	5 Hours	Weekly – Between 23:00 & 04:00	100% must be achieved	R 1 000 per deviation	
Meeting & Maintaining Cleaning Standards and frequencies as detailed in the specifications		All times	100% must be achieved	R500 per deviation	
Meeting ASQ requirements		Monthly	Rating of 4.2 as per ACSA KPI set by the board. Rating may change from time to time and any change will be communicated	10% of monthly management fee following three consecutive months of failing to achieve the prescribed minimum ASQ rating*	R50 000 following three consecutive months of achieving the prescribed minimum ASQ rating*
Failure to meet the contracted CPG for 3 consecutive months		Monthly	Minimum 50%	R10 000 per month until targets are met	
The contractor fails to /neglects to disclose correct staffing levels and shortages to the Employer. (misrepresentation of information)		Daily	3 or more times	R1 000 per day of staff shortage	

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A staff does not meet the prescribed qualifications against the Contract specifications		Daily	3 or more times a month	R5000	
Contractor Fails to provide a reliever for a post and leaves the post unmanned		Daily	3 or more times a month	R5000	
A staff member's uniform does not meet the agreed upon standards and specification requirements .		Daily		R1000 immediate penalty – must be rectified within 7 days - if not rectified a penalty of R5000 will apply	
The contractor's monthly or weekly reports do not meet the set requirements.		Weekly		If not submitted within 7 days of each month and if reasons not communicated – Penalty of R2500 per month	
The contractor does not provide support as requested by the Employer during construction and any other instance where the request will have been made to the Contractor.		All times		Immediate – R5000 per incident	

- *The R50 000 incentive shall apply throughout the term of the contract. The application of this incentive will be confirmed at contract negotiation stage
- *The Employer will require that at the incentive be distributed/cascaded in the following manner:
 - 60% of the incentive earned for the achievement of the ASQ target be distributed to operational staff. i.e. cleaners.
 - 20% of the incentive earned for the incentive be distributed/cascaded to supervisory staff. i.e. Shift managers and Supervisors.
 - 20% for the Contractor's discretion.
 - The subcontractor shall share in the incentive in accordance with their proportion of the overall contract value (i.e. 70:30).
 - *Proof of the above will be requested.*

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Notification of Penalties

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

Proposed Response Time by Station Cleaners

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

During service hours:

Type of Problem	Response Times	When
Spillage's, breakage's	10 minutes	Any given time
Papers removal, litter reaction	10 minutes	Any given time
Removal of bubble gum	ongoing	Any given time
Stripping and sealing of floors	3 day – per area identified	After 24h00 or after last arrival/departure flight
Hygiene cleaning of toilets	3 hours	After 24h00
detailed cleaning	3 days – per area identified	After 24h00
High pressure cleaning of pavements (depending on size)	3 hours - per shift	After 24h00
Cleaning of walls	8 hours – per shift	After 24h00
Cleaning of banister/glass partitions	on a rotational basis	Daily
Cleaning of windows up to 1.7m (large)	4 hours - per shift	Any given time
Cleaning of floors with industrial machines	7 hours – per shift	Between 24h00-04h00

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Quality Control Inspections

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

The inspections shall be

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

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

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

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

Ablution Facilities Inspections

An Ablution Facility inspection sheet shall be compiled by the Approved Contractor and kept in a holder provided in each ablution facility.

A two-hourly inspection shall be conducted by the Approved Contractor's Supervisor on the ablution facilities, this inspection sheet must be signed following each inspection.

An ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager shall inspect and sign this inspection sheet at least once a day for all toilets on the airport terminal buildings.

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Sample Performance Evaluation Checklist

A. Performance and compliance monitoring

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

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

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

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C. Penalty System

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

No.	Description	PENALTIES
1.	Staff found sleeping or taking part or possession of goods not belonging to them. i.e. Attempted theft	Service Provider Code of conduct applies
2.	ACSA incurred a loss as a direct result of the negligent action or omission of the contractor in the execution of his duties in terms of the SLA	Contractor will be responsible for damages
3.	Staff is paid less than the determined minimum wage in line with regulations including increases, bonus and statutory leave as per the BCE Act	Reported to Dept of Labour Penalty of R20 000
4.	Staff found using, while on duty at his/her post, personal electronic devices. i.e. Mobile phone, Tablet, Portable radio/ cd player, DVD players.	Service Provider Code of conduct applies
5.	The prescribed Job description, Evacuation procedure and Health and Safety plans and appointments not in place or maintained and do not meet with the prescribed guidelines, or revisions.	Notice of breach stipulating a turn around time for rectification
6.	The contractor or staff fail to carry out or maintain any specific instruction given by the ACSA in the execution of the services	Service Provider Code of Conduct applies
7.	Any legislative breaches and the failing to enforce legislation	Notice of breach stipulating a turn around time for rectification
8.	A staff was posted for the first time at the site without being introduced to the management or receiving the required site induction and site specific training.	First incident will receive a written warning. Subsequent incidents will draw a R2 500 fine

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D. Meetings and SLA Reviews

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

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

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

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

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

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Example Non-Conformance Report

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non-Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
contractor's Response:	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
(A) Cause			
(D) Corrective Action Implementation Date:	(E) Preventing Recurrence Implementation Date:		
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Action	Evaluation of Proposed Corrective	Accepted	Rejected
Comments		<input type="checkbox"/>	<input type="checkbox"/>
Name	Signature	Title	Date
CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted	Rejected
Comments		<input type="checkbox"/>	<input type="checkbox"/>

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Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
 - 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
 - 3 The **Contractor's representative** signs acceptance and understanding of the NCR
 - 4 The **ACSA representative** gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.
 - 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
 - 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
 - 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
 - 8 Note: If the response is not adequate, the **Contractor's representative** must re-submit a solution.
 - 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative then** informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
 - 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
 - 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
 - 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
 - 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
 - 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.
- Note: All parties shall ensure that no delays are caused in the above chain of events.**
The shaded areas are to be completed by the **Contractor's representative**

Part C4: Site Information

- C4.1 Site Information**
- C4.2 ACSA Special Requirements at an Operational Airport**
- C4.3 ACSA Environmental Policy**
- C4.4 Environmental Management System**
- C4.5 ACSA Services and Maintenance Contractors Terms to Commence Work**
- C4.6 Baseline HIRA: ACSA Generic Hazard Assessment**

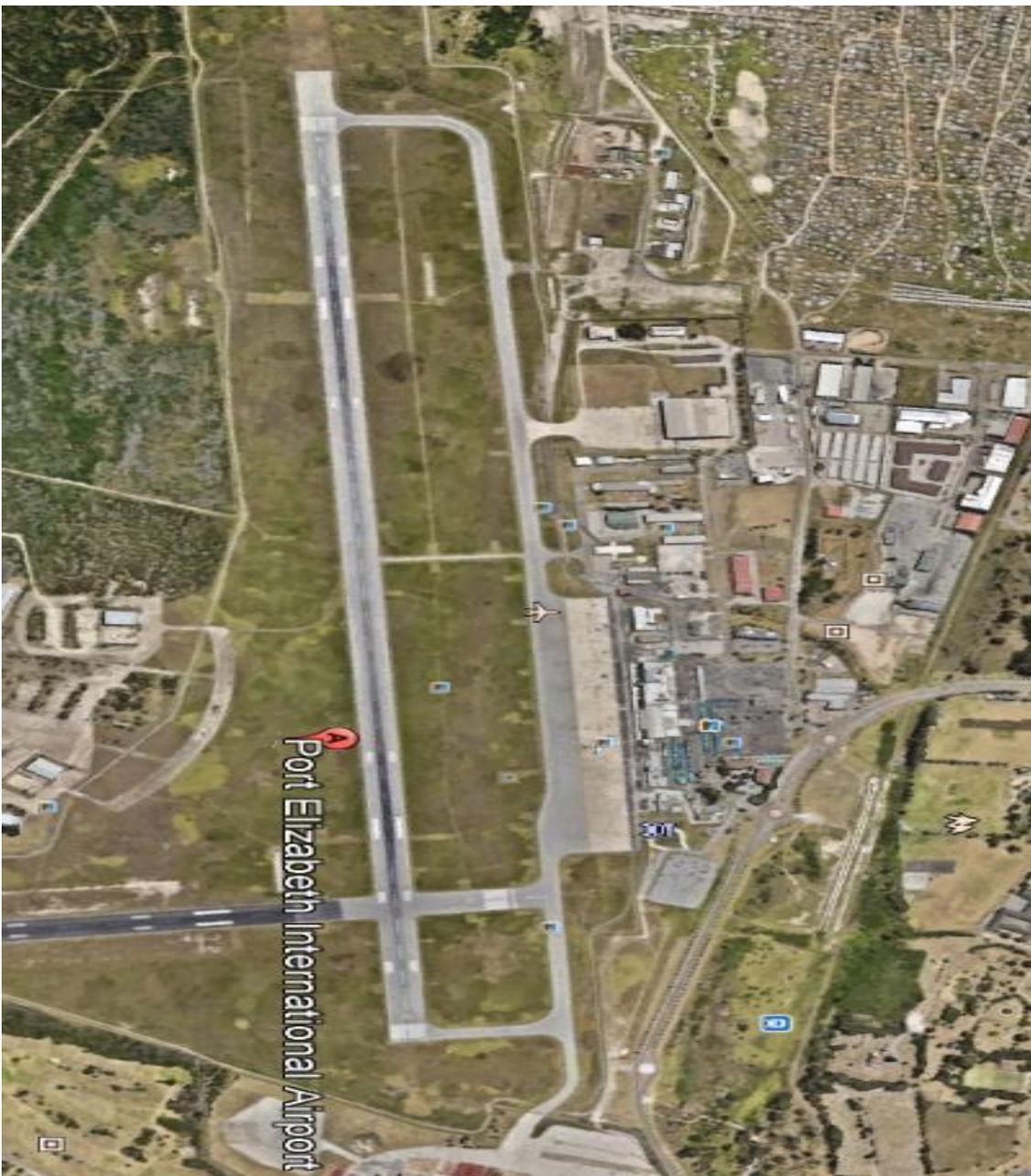
Part C4: Site Information

C4.1: Site Information

DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

General description

The location from where the services will be rendered is the Port Elizabeth International Airports, in Port Elizabeth Eastern Cape. The footprint of the areas included under this contract is detailed in Part C3 of this document.





- **Figure 1: Locality map of the Chief Dawid Stuurman International Airport**

C4.2: ACSA Special Requirements at an Operational Airport

SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

2. Airport Security and Safety

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.

3. Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Engineer/ Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

- (i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.
- (ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.
- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.
- No accommodation of personnel will be allowed in the security area of the airport.
- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding

accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.
- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

7. Compliance with Instructions

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the right to suspend all works until the Contractor, in the opinion of the Engineer, complies with the requirements.

8. Delays Caused by Airport Management

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993 , SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. Dust and Pollution Control

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1,0 m above natural ground level.

14. Fires

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. Environmental

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimising environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilisation, as well as energy and water conservation measures.

C4.3: ACSA Environmental Policy



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT SYSTEM POLICY

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: 2004 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.
- 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 out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- 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 shall be reviewed by management every three (3) years and made available to any interested parties on request.

Signed:



Date: 04th May 2015
Issue No: 8

B. A. Maseko
Chief Executive Officer: Airports Company South Africa SOC Limited

C4.4: Environmental Management System

1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

3. Definitions and Abbreviations

ACSA

Airports Company South Africa SOC Ltd

ACSA AEMR

ACSA Airport Environmental Management Representative

ARFFS

Aerodrome Rescue and Fire Fighting Services

HCS

Handling & Storage of Hazardous Chemical Substances

SHE

Safety, Health and Environment

Service & Maintenance Contractor

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010_001M](#). Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

4.4 The contractor's representative shall ensure the conditions set out in the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#), along with [ACSA's Environmental Management System Policy](#) are communicated to, comprehended and implemented by all contractor staff.

4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact

number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

5. Roles and Responsibilities

Issues	Responsible Person	Alternate
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airport Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

6. Verification

This procedure shall be verified in accordance with [ACSA Verification Policy, Procedure and Working Instruction - Z001 002M](#).

7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the [ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M](#).

8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M
 ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
 ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
 ACSA Document Control Procedure - Z001 006M
 ACSA Record Keeping Requirements Procedure - Z001 008M
 ACSA Airfield Standard Operating Procedure Manual

9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with [ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M](#).

10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator:	Five (5) years



AIRPORTS COMPANY
SOUTH AFRICA

Contractors Procedure			Policies Procedures	and	
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11. Endorsement (See ACSA Master File in Document Control Office, Corporate)

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation Compliance and Policy Kenton Sim		28/03/2013
Authorisation	ACSA Group Executive: Aviation Services John Neville		28/03/2013
Quality Assurance: Policy and Procedure	ACSA Corporate Specialist: Aviation Services and Technical Policy Michelle Erasmus		03/04/2013

C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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



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

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

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

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

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

at: _____ (airport name).

C4.6: Baseline HIRA: ACSA Generic Hazards Assessment

Baseline Risk Assessment	
Project Name:	PROVISION OF CLEANING SERVICES AT THE PORT ELIZABETH INTERNATIONAL AIRPORT
Document Number: HIRA 1	Revision Number: 001

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



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

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



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



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



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



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



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



Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade	4C