



NEC3 Term Service

Short Contract (TSSC3)

A contract between **Airports Company South Africa SOC Limited**
Reg. No 1993/004149/30 VAT no 4930138393

and

for **The appointment of a Contractor for the provision of cleaning services for a period of six months at the King Phalo Airport**

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Conditions of Contract

Documentation prepared by: **Samkelo Luyenge**

C1 Agreements & Contract Data

C1.1 Contractor's Offer and Employer's Acceptance

The *Contractor* is:

Name:

Address:

.....

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is:%

The percentage for overheads and profit added to the other Defined Cost is:%

The *Contractor* offer to Provide the Service in accordance with the *conditions of contract* attached hereto, for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for part of the service in Part 1 of the Pricing Data is:

.....

The offered total of the Prices for part of the services in Part 2 of the Pricing Data is:

.....

Signed on behalf of the *Contractor*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

The *Employer* accepts the *Contractor's* above Offer to Provide the Service:

Signed on behalf of the *Employer*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

C1.2 Contract Data**Data provided by the *Employer***

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited, The Maples, River Woods, 24 Johnson Road, Bedfordview Gauteng, 2008
	Address	24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007
	Tel No.	+27 11 723 1400
	Fax No.	
	E-mail address	
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	Samkelo Luyenge
	Address	Administrator Office, 66 Settler's Way, 1st Floor, East London, Eastern Cape, South Africa, 5201
	Tel No.	+27 43 706 0358
	Fax No.	+27 43 706 0313
	E-mail address	Sam.Luyenge@airports.co.za
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	The appointment of a Contractor for the provision of cleaning services for a period of six months at the King Phalo Airport, as more fully set out in Part 3 of this contract.
11.2(6)	The Service Information is in	Part 3 of this contract.
30.1	The <i>starting date</i> is.	Upon signing the agreement

30.1	The <i>service period</i> is.	6 months from starting date or when the 6 months contract value has been expended, whichever occurs first.																								
13.2	The <i>period for reply</i> is	5 working days																								
50.1	The <i>assessment day</i> is the	On the 20th day of each successive month																								
51.2	The interest rate on late payment is	The prime lending rate of Nedbank Bank, as determined from time to time.																								
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to Part C1.4																								
82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.4																								
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	Refer to Part C1.4																								
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Refer to Part C1.4																								
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	Refer to Part C1.4																								
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No																								
93.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 ryneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>		Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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93.2(2)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
93.4	The <i>tribunal</i> is:	Arbitration.																								

The *arbitration procedure* is

The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is

Johannesburg, South Africa

The person or organisation who will choose an arbitrator

The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions

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, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Add to core clause 20.1:

Z2.1 Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

Z3.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

Z3.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. 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;

Z4.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z4.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z4.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

Z5.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.

Z5.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.

Z5.3. This undertaking shall not apply to –

Z5.3.1. Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z5.3.2. Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z5.3.3. Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z5.4. The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the *Services* and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. Employer's Step-in rights

Z6.1. 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 *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z6.2. 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 *Employer* to achieve this end.

Z7. Liens and Encumbrances

- Z7.1.** 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
- Z8. Intellectual Property**
- Z8.1.** 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 Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is 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.
- Z8.4.** 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:
- Z8.5.** the *Contractor's* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor's* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** 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.

Annexure A: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

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
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Information about the Panel and appointment of the selected *Adjudicator* is available from [●]

C1.3 Contract Data**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	

63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%

11.2(4)	The Price List is in	The document called 'Pricing Data' in Part C2 of this contract.
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11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R..... excluding VAT [in words] excluding VAT
---------	--	---

11.2(4) The offered total of the Prices for part of
the *service* in Part 2 of the Price List is
[Enter the total of the Prices from the Price
List]:

R.....

excluding VAT

[in words]

.....

.....

.....

excluding VAT

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

Notes to Schedule:

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

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

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

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

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

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

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

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

Insurance Affected by the Contractor.

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

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

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

Sub-Contractors

The Contractor shall:

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

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1 – Activity schedule

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer 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.

Item no.	Activity Description	Frequency	Qty	Amount (per single item)	Total
1	Permits/Induction	Once off	1	R	R
2	Administration overheads/expenses breakdown - monthly costs	Monthly	6	R	R
3	Uniforms including reflective vests	Monthly	6	R	R
4	Management and administration personnel cost	Monthly	6	R	R
5	General Cleaning Labour - New Rate	Monthly	6	R	R
6	Machinery costs	Monthly	6	R	R
7	Equipment costs	Monthly	6	R	R
8	Chemicals & Consumables	Monthly	6	R	R
9	Hygiene services	Monthly	6	R	R
10	High Access Cleaning Equipment	As and when required	6	R	R
11	High Access Cleaning Labour costs	As and when required	6	R	R
12	Safety File	Once off	1	R	R
13	Other	1	0	R	R
14	Contingency	1	1	R30 000	R30 000.00
	Total cost for the 6-months duration				R

This amount must be reported as the offered total of the Prices in the corresponding schedules as attached in ANNEX H. Bidder must note that not all associated activities are listed on the provided schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

Labour

^aAll rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

C3: Scope of Work

C3.1 Service Information

The objective is to acquire services of an experienced cleaning and hygiene service provider to offer and supply cleaning and hygiene services at King Phalo Airport.

These services will be required from 06:00 – 18:30 (these times are subjected to change which may require a review of shift deployment).

The airport is demarcated in three categories: Landside, Restricted and Airside. All employees require an airport permit and must attend specific safety training to work in all three areas.

Description of the service

The scope entails the following:

- Daily cleaning services which include disinfection
 - Hygiene/Janitorial Services
 - Windows cleaning
 - Stainless steel cleaning
 - Carpet cleaning
 - Deep cleaning
-
- a) Daily cleaning: Sweeping, mopping, wiping, dusting, polishing, disinfecting, washing, destaining, descaling and brushing of buildings, including all walls, windows, floors, ceilings, blinds, furniture, equipment, cleaning all utensils and crockery from office and the collections of papers on the roadways into the airport from the traffic lights on R72
 - b) Disinfection: Thoroughly disinfect spaces from bacteria and viruses aid in the prevention of spreading infections, like COVID-19.
 - c) Hygiene/Janitorial services: maintain exceptional standards in ablution cleaning, the provision and maintenance of washroom products including sanitary bins, liquid soap dispensers, air-fresheners, sanitisers and toilet paper-dispensers
 - d) Deep cleaning service: A very complete cleaning process that includes all parts of something, not just surfaces or places where dirt can be seen. This process can include equipment for professional cleaning suited for cleaning medium-sized to large surfaces.

Extent of the works

The services to be rendered by the Contractor at the King Phalo Airport are the following:.

1. CLEANING SERVICES.

1.1. Daily Cleaning and Disinfectant Services

The contractor will provide daily cleaning and disinfectant services in the interior and demarcated exterior areas as highlighted in **Annex: A**

This will include but is not limited to:

- Use the proper chemical sanitizing agents for the cleaning of floors, walls mirrors and countertops

- Frequent cleaning and sanitize handrails, handles and any other hand contact areas, elevators and landings in all passenger corridors.
- Frequently clean and sanitize all public areas, offices and buildings.
- Sweep/clean carpets
- Vacuum clean all carpets once a week
- Cleaning and polishing of slate floors on the exterior of the buildings.
- Clean, polishing and sanitizing of all furniture, soft furnishings; steam clean if the items are heat tolerant.
- Replenish identified consumables in the building. These include but may not be limited to; toilet paper, hand soap, sanitisers, urinary cleaning sundries, air fresheners and dust bin liners
- Deep clean all areas at least once every four months. The service provider shall submit a cleaning schedule within 30 days of the contract's inception.
- Wash all entrance mats/rugs
- Deep clean cushioned chairs at least once every 4 months or more frequently if required
- Collection of waste in all receptacles in the parking lots, offices, terminal and airside.
- Office cleaning includes all exits/ entrances, including those not in use and cement slab or paving
 - Cleaning of counters at check in and boarding:
 - Use cloth or soft nylon brush and brush and soft soap.
 - No abrasive scrapers or blades to glass & aluminium
 - Feather dust all glass before washing
 - Soft mutton cloth or micro fibre cloth
 - Follow manufacturer's instructions carefully
 - Use M3 stainless steel polish only for all stainless-steel equipment
- Wall panels
 - Surface to be dust free
 - Damp soft micro fibre cloth must be used.
 - Wipe surface of affected areas, with stroke movements, left to right with grain.
 - Areas to be covered must not exceed half a square meter in a motion.
 - Immediately, use damp chamois leather to remove any oil or all excess water.
 - Any surface marks or dirt will be very easily removed without any damage to the finish of the panels. This exercise can be done once six weeks, for maintenance purposes only.
- Flooring
 - Sweep, scrub. Mop, polish and buff, to maintain high grade and quality of tidiness.
 - All floors to be maintained to manufacturer's requirements and standard.
 - High Gloss Marble polishing to be done continuously.
 - Concrete floors and pavers
 - High pressure cleaning
 - Hard brush cleaning with single disk machine
- Pavement/Tar
 - Sweep with a lobby pan, remove litter, remove bubble-gum and cigarette butts, constantly scan the area to check for litter, wipe bins and barriers, wipe pay stations and booms to minimise dust.
 - Collections of papers on the roadways into the airport from the traffic lights on R72 and parking areas this will include removal of weeds on walkways and pavement.

1.2. Windows Cleaning

- Wet wipe with damp cloth and dry with dry cloth in toilets/washrooms
- Use glass cleaner on ornamental mirror surfaces

1.3. Stainless Steel Cleaning

- Use a commercial stainless-steel cleaner
- Use glass cleaner on ornamental mirror surfaces

1.4. Lift and other stainless steel rails cleaning

- Cleaning agent
- Stainless Steel M3 Stainless Steel polish
- Handrail must be cleaned
- Steps - Vacuum/sweep or brush
- Floor plates must be cleaned.
- Lifts -M3 stainless steel polish or a brand that will improve the aesthetics.
- Door track -Vacuum/sweep or brush
- Water must not enter the lift at any time

1.5. Hulabond aluminium

- No high pressure/low pressure hoses
- Mild detergents with clean water

1.6. Carpet Cleaning

- Vacuum clean all carpets once a week
- Steam cleaning to be conducted quarterly

1.7. Deep Cleaning

- Deep clean bowls and urinals once a week to improve the smell and aesthetics.
- Wipe hygiene equipment, wipe doors, partitions and walls, remove stickers/gum, detail clean edges, corners and skirting,
- Wipe seat covers, basins and taps, clean mirror.
- Disinfect waste bins & toilet brushes.
- Clean limescale under hygiene equipment, clean behind bowls, wipe all sanitary bins, high dusting (tops of doors, advertising, partitions) where necessary
- Pre-soak basin/toilet/urinal with chemical as per dilution requirements, use brush, flush, wipe flush master, detail clean all limescale around taps and mirrors
- All tiled areas must be cleaned using a method that will improve the aesthetics of the tile including removal of residue as a result of product build up.
- Emphasis must be placed on areas that not cleaned on a daily basis.
- Clean edges, corners and sluice room and passenger trollies.

****Special equipment may need to be brought in to carry out this function****

1.8. Deep Cleaning

- Provide hygiene/ janitorial services in identified areas tabled below **Annex B**
- Ensure a high standard of cleanliness is maintained in all ablutions throughout operating hours.
- Replenish identified consumables in the ablutions. This is not limited to toilet paper, hand soap, sanitisers, urinary cleaning sundries, air fresheners and dust bin liners
- Clean and maintain sanitary bins and dispose of contents as per legal requirements.
- Sanitary bins must be sterilized with a deodorizing chemical. The bins must be removed by the qualified personnel and the use of clearly marked transport.
- Supply hygiene equipment's and maintenance thereof
- Supply and refill service consumables
- Provide disposal certificates weekly/monthly
- Over and above intermittent cleaning throughout the day, all ablutions in the terminal building must be clean and disinfected prior the first morning scheduled flight and after the last evening scheduled flight has departed, daily.

AREAS TO COVERED

All areas covered in terms of this **Agreement**, must, in the reasonable opinion of the **Airport 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.

Common Use Areas

ARRIVAL CONCOURSE	DEPARTURE CONCOURSE	OFFICES	OTHER AREAS
Baggage hall (baggage reclaim area)	Check-in hall including check in counters	ACSA Offices	All Car park areas (Parking)
Meeters and Greeters	Departures corridor Landside	ACSA ARFF Building	Main gate security checkpoint
Information Counter	Hold Baggage area (airside)	ACSA Maintenance Building	Car rentals building.
Baggage Loading Area airside	Central Screening Point	Control-centre- Landside and staff restroom	Ramp handling building
Staff entrance	Stair way to East wing	East Wing including the kitchen and the lecture room	Lock up garages and roadways
Communal Kitchens	Rest rooms for Security personnel	West Wing passage only	All walkways
	Supervisors office		Balconies and including the area around the lift, outside ATNS offices. Between East Wing evacuation area.

List of Areas Per Approximate Square Meters

These areas and approximate square metres are applicable to this contract. Tenderers will be given an opportunity to view the area during the compulsory site inspection.

	AREA	Vinyl	Ceramic	Carpet	Total Area
1	Terminal Building				
1.1	Arrivals Baggage Claim	-	665 m ²	-	665 m²
1.2	Arrivals meters and Greeters	-	366 m ²	-	366 m²
1.3	Departure check-in	-	800 m ²	-	800 m²
1.4	VIP lounge	-	100 m ²	-	100 m²
1.5	Security holding area	-	400 m ²	-	400 m²
1.6	Food Court	-	60 m ²	-	60 m²
1.7	East wing	-	44 m ²	236 m ²	280 m²
1.8	ACSA admin	14 m ²	-	286 m ²	300 m²
2	ACSA Control Centre	-	26.43 m ²	147.57 m ²	170 m²
3	Car Rentals Building	-	310 m ²	-	310 m²
4	Electrical Complex	116.38 m ²	140.62 m ²	-	257 m²
5	Fire Station	23.23 m ²		522.77 m ²	546 m²
6	Ramp Handling Building	105 m ²		-	105 m²
7	Security Main Gate	-	45 m ²	-	45 m²

The total area for the are inside the buildings is 4 404 m²

Areas to be Excluded

The inside of buildings and premises leased and/ or rented out by the Airports Company South Africa 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.

CLEANING EQUIPMENT AND CHEMICALS

- The service provider shall supply all the necessary workforce resources and supervision, cleaning materials, equipment, and consumables as outlined in **Annex H**
- The service provider shall ensure that no abrasive equipment and chemicals are used to perform the cleaning duties. All products must be manufactured in South Africa.
- The service provider shall ensure that the property of ACSA does not get damaged during the execution of the responsibilities. The service provider shall bear the cost of repairs of damages **caused by the service provider**.
- The Service Provider must have sufficient equipment in line with the scope of work as outlined in **Annex H**.
- All necessary equipment to be available at contract inception.

ENVIRONMENTAL AND WASTE MANAGEMENT

- The Contractor shall be required to comply with the ACSA Environmental Management procedures, which will be made available to the successful bidder.
- All waste in the terminal, offices and airside shall be collected in clear plastic bags supplied by the Contractor.
- Please also refer to **Annex F** for the environmental Policy

RECHARGEABLES

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.

The Contractor shall ensure that the following rechargeable equipment in the ablution facilities, which forms part of the contract, are repaired or replaced (economical option) and maintained. On recede to the Employer the Contractor is to ensure that the equipment is in a functional state.

Rechargeable Equipment:

ITEM	NUMBER OF UNITS	COMMENTS
Hand dryers	18	
Toilet roll holder (TR3)	39	
Toilet roll Holder (TR2)	5	
Toilet roll Holder (TR1)	2	
Soap dispensers (Liquid)	50	Pearly white
Sanitary bins	37	Serviced 1 (once per week
Baby changing facilities	3	
Oxy Air fresheners - 60 Day cycles – Service only	27	
Air Freshener Dispenser (2 Monthly)	27	
Auto Janitor Dispenser (2 Monthly)	20	

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

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

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

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and maintenance support staff is always immediately reachable via cell phone.

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

2. Specifications

Quality plans and control:

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Environment:

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

At no time, shall the Contractor:

- allow any 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

Health and safety requirements and procedures:

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

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

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. All employees must be issued with risk-based PPE. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

The Contractor shall report all defects and any OHS-related incidents timeously within 24 hours to ACSA. The Contractor shall report all OHS injuries to ACSA and DOL within 24 hours.

The Contractor must provide a safety file fourteen (14) days prior commencement of operations for approval. This safety file must be reviewed quarterly.

Cell phones and two-way radios:

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

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

Protection of the public:

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

Barricades and lighting:

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades, and lighting shall comply with industry accepted norms

and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

3. Constraints on how the *Contractor* Provides the Service

Planning and programming:

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

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 King Phalo Airport.

The staff complement should cover airport operational hours which are 06:00 to 18:30 (currently, subject to change at short notice) plus adhoc overtime. This is applicable to Public Holidays

Manpower

- A dedicated manager must be appointed to oversee operations and be expected to have transport, be computer literate, and have access to e-mail.
- The service provider shall provide a minimum of 12 staff members plus one supervisor per shift. Total head count will be agreed upon prior to commencement of services.
- The service provider should provide a list of cleaning staff members as a replacement in the event of absenteeism, off days and leave.
- There should be a male and female employee (two (2) employees) provided for each of the five (5) sets of toilets within the terminal building.
- The offices and other areas may be serviced by either a male or female.

Remuneration

All staff shall be remunerated as per the industry norms. ACSA reserves the right to be provided with the necessary documentary proof to show compliance in this regard. Refer to **Annex H** .The Contractor is further requested to populate the units on the provided sheet.

TRAINING AND DEVELOPMENT

The initial and periodic on-site and off-site training and development program for all skills must be submitted. All employees must be properly skilled and trained for the tasks that relate to relevant activities aimed at delivering the required services. An accredited service provider must provide all training. Proof to be submitted to ACSA management.

Meetings

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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Service Manager on contract commencement.

Use of standard forms

Monthly PM's
Task Order

Early Warning notifications
Compensation event notification
Risk Register
Risk Reduction Minutes template

Invoicing and payment

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. Maintenance plan for the next month
2. Asset register up to date including equipment data
3. Outstanding maintenance issues

All reports shall be in a format as agreed with the Service Manager from time to time.

In terms of core clause 50 the Contractor assesses the amount due and applies to the Employer for payment. The Contractor applies for payment with a tax invoice addressed to the Employer as follows:

The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number: **4930138393**
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the Contractor has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The Contractor attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

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

Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment. [See clause 11.2(2) and 63.2].

BBBEE and preferencing scheme

The Contractor shall maintain the BBBEE at award for the duration of the Contract.

4. Requirements for the plan

Maintenance plan to be submitted within 14 days of award, for the duration of the Contract.

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
None	

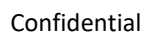
6. Property affected by the service

King Phalo Airport

ANNEXES to C3 (Service information)

Title	Annex number
AIRPORT DEMARCATION	Annex A
AIRPORT AREAS WITH INFRASTRUCTURE	Annex B
LOW SERVICES DAMAGES	Annex C
OHS Act APPOINTMENT BY CONTRACTOR	Annex D
GENERIC SAFETY FILE REQUIREMENTS	Annex E
ENVIRONMENTAL TERMS AND CONDITIONS	Annex F
RESOURCE PROPOSAL	Annex G

PRICING STRUCTURE	Annex H
TASK ORDER	Annex I
SERVICE PROVIDER DETAILED CLEANING PROPOSAL	Annex J



ANNEX B

AIRPORT AREAS WITH INFRASTRUCTURE

	Arrivals Baggage Hall		Arrivals Landside		Departures Landside/ VIP		Departures Restricted		East Wing		Food Court		PIDS Control Room (Unisex)/Car rentals		ACSA Offices		GHA Building		ARFF Building		ME Building		Main Gate	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Number of cubicles	3	2	3	2	4+1	2+1	2	2	2	2	4	3	1	1+1	1	1	3	2	3	3	0	2	0	1
Urinals	0	3	3	2	0	3+2		2		2		1	0	1	0	1	0	3	0	2	0	2	0	1
Urinal liquid air fresh holder	0	3	0	2	0	3	0	2	0	2	0	1	0	1	0	1	0	0	0	0	0	0	0	0
Toilet roll holder (T2)	0	0	3	0	0	1	0	0	0	0	0	0	1	1	1	2	0	0	0	2+1	0	0	0	0
Toilet roll holder (T3)	3	2	0	2	4	2	2	2	2	2	4	4	0	0	0	0	3	1	0	0	0	0	0	1
Toilet roll holder (T4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roll Control (Toilet paper)	0	0	0	0	1	1	0	0	1	1	0	0	0	0	1	0	0	1	0	2	0	2	0	0
Sanitary Bins	3	0	3	0	4+1	0	2	0	2	0	0	0	0	0	1		0	0	3	0	0	0	0	0
Wash basin	3	4	4	3	3+1	4	2	2	2	2	4	3	2	1+1	2	1	3	3	3	3	0	0	0	1
Taps	3	4	4	3	3+2	4+2	2	2	2	2	4	3	2	1+2	2	1	3	6	3	3	0	0	0	1
Soap dispenser	2	2	2	2	2+1	3+1	1	1	1	1	3	2	2	2	2	1	3	2	2	2	0	2	0	1
Hand dryer	1	1	1	1	1	1	1	1			1	1	2	2	1	1	1		2	2	0	1	0	
Mirror	1	1	1	1	1+1	1+1	1	1	1	2	1	2	2	1+2	2	1	1	3	3		0	0	0	1
Dirt Bin	1	1	1	1	1+1	1+1	1	1	1	1	1	1	2	1+2	1	1	1	1	2	2	0	2	0	0
Air Fresheners	1	1	1	1	1	1	1	1	0	0	1	1	0	1	1	1	0	0	0	0	0	0	0	0
Toilet doors with handle (Inner)	3	2	3	2	1	2+1	2	2	2	2	4	3	1	1	1	1	3	3	2	2	0	1	0	0
Toilet doors with handle (Outer)	0	0	0	0	4+1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	0	2	0	0
Windows	5	3	2	3	0	1	2	3	2	2	6	4	0	1+2	2	2	0	2	5	7	0	5	0	1
Baby changing unit	1	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Disabled toilets	1	0	1	0	1	0	1	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0
Shower																	3	3	1	2		2		

LOW SERVICES DAMAGES**Low service damages**

Low service damages are limited to a maximum of **25% of the fixed cost /month**.

Service level table

Area	Response times	When	Target	Penalties
Spillages	10 minutes	All times	100% must be achieved	R1000 per incident
Unserviceability of equipment (Specified under rechargeable items)	1hour	All times	100% must be achieved	R1000 per incident
Paper removal	10 minutes	All times	100% must be achieved	R1000 per incident
Removal of bubble-gum	15 minutes	All times	100% must be achieved	R1000 per incident
Deep cleaning of toilets	5 hours	Weekly	100% must be achieved	R1000 per deviation
Meeting and maintaining cleaning standards and frequencies as detailed in the specifications		All times	100% must be achieved	R500 per deviation
Meeting Airport Service Quality (ASQ) requirements		Monthly Target 3.43	100% must be achieved	R1000 per deviation
Contractor fails/neglects to disclose correct staffing levels and shortages to the Employer (misrepresentation of information).		Daily	3 or more times	R1000 per day of staff shortage
Staff does not meet the prescribed qualifications against the Contract's specification		Daily	3 or more times	R5 000
Contractor fails to provide a reliever for a post and leaves the post unmanned.		Daily	3 or more times	R5 000
Staff member's uniform does not		Daily		R1000 immediately-must be corrected

meet the agreed upon standards and specifications requirements.				within 7 days and if not corrected a further R5000 will be levied.
The contractors monthly or weekly report do not meet the set requirements		Weekly		If not submitted within 7 days of each month and if reasons did not communicate an amount of R2500 per month will be levied.
The contractor does not provide support as requested by Employer during construction and any other instance where the request will have been made to the Contractor		All times		Immediately R5000 per incident
Where staff go on an unprotected strike action/ go slow.	30min	All times		Immediately R5000 per incident
Safety Measures not adhered to.	5min	All times		R1000 per incident and should there be an incident because of, the contractor will be liable.

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

OBJECTIVES

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

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COLD Act).

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited
Physical Address: 24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed 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. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always 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.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

I, (**Identity Number:**), a duly authorised

16.2 Appointee acting for and on behalf of undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

GENERIC SAFETY FILE REQUIREMENTS

Make provision for the safety file – activities can only be carried out once the safety file is approved and a work permit is obtained from our local safety department at East London Airport.- see list below. The list below is generic and only based on the specific scope of work will the applicable items become a requirement for compliance.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
 - 1) OHS 16(1) CEO
 - 2) OHS 16(2) Assistant CEO
 - 3) CR 8.1 Construction work Manager
 - 4) CR 8.5 Construction H&S officer
 - 5) CR 8.7 Construction work Supervisor
 - 6) CR 8.8 Assistant Supervisor
 - 7) CR 9.1 Risk Assessor
 - 8) CR 13.1(a) Excavation Supervisor
 - 9) GAR 9 Incident Investigator
 - 10) GSR 9 First Aider
 - 11) CR 24 & EMR 9 Electrical Tool Inspector
 - 12) CR 29(H) Fire Fighting Equipment Supervisor
 - 13) CR 23 Construction Vehicles & Mobile Plant Operator

- 14) GSR 13 Ladder Inspect
- 15) Portable (Hand) Tool inspector
- 16) CR 16.1 /SANS 085 Scaffolding Inspector
- 17) CR 28 (a) Stacking and Storage Supervisor
- 18) HCS Supervisor (HCS Regulations)
- 19) OHS 19 SHE Committee Members
- 20) OHS 17 Health & Safety Reprehensive

Note the safety file requirements is an inherent OHS act requirement for each of the scope of work activities above - and should be priced as part of those activities.

**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.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, 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	- 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	- All reasonable measures shall be taken to minimize noise generated on site due to work operations. - The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	- 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 always in their work area. - Contractors must keep on file: - 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

	5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• 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 regarding 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 due to the infringement at his/her own expense.

I, of 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:

RESOURCE PROPOSAL

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

PRICING STRUCTURE

DESCRIPTION		GENERAL CLEANERS	SUPERVISOR	SITE MANAGER
Basic Salary				
Hourly Rate	Hours a shift			
Daily Rate	Hours a day			
Weekly Wage Cost	Hourly wage x no. of hours			
Monthly Wage Cost	4.33 weeks a month			
Provisions				
Annual Leave Provisions				
Sick Pay				
Family Responsibility Leave				
Other				
Pension/ Provident Fund				
Bonus				
Severance Pay				
COVID				
UIF				
Skills Development Levy				
Operators Allowance				
Night Shift Allowance				
Sundays and public holidays				
Monthly Total				
Hourly Rate				

LIST OF CHEMICALS AND CONSUMABLES	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER MONTH
Chemicals				
Sanitary all purpose cleaner with pleasant odour that prevents limescale build up leaving a shiny streak free gloss, not corrosive, kind to skin (suitable for all washable stainless steel, plastic, porcelain, ceramic, enamel, glass).	Litres	40		
Clear Liquid hand soap per 20lt	Litres	80		
Stainless steel polish ready to use cleaner and polish	Litres	5		
Biological double action cleaner/deodorizer for the cleaning and odour control in sanitary areas, toilets, urinals and odour control in carpets. 100 x 100g (Grease off)	Box	10		
Hard wear resistant polymer based self shining dispersion that form a hard wearing, slip resistant protective film with a high gloss for high speed and ultra speed polishing	Litres	50		
Window cleaner	Litres	60		
Powder for carpets per 13kg	Kg	39		
Gum removing soluble agent in aerosol cans	Litres	4		
Powerful Alkaline cleaning agent for the machine cleaning of floor coverings, low foaming, not perfumed, removes soiling	Litres	40		
Furniture polish (no oil furniture polish) (400ml)	Litres	40		
Ready use abrasive liquid cleaner non scratching or corrosive	Litres	40		
Bleach or similar	Litres	20		
TOTAL				

CONSUMABLES	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER MONTH
Minimum stock levels to be maintained at any point in time				
Toilet paper per Bale - 1 Ply x 48 per bale (code 0174 sabs approved)	Bale	100		
Mini Toilet paper per Bale CODE 472193	Bale	60		
Heavy duty Refuse Bags (Clear)	No.	200		
Urinal mats	Box	20		
Green scrubs	No.	20		
Dust Musk x 100 off	Box	10		
Air freshener dispenser – 60-day cycle service	No.	27		
Toilet roll holder	No.	46		
SHE Bin – weekly supply and service*	No.	37		
Hand soap dispenser	No.	28		
Auto janitor – 60-day cycle service	No.	20		
TOTAL				

MACHINERY AND EQUIPMENT COST	UNIT	QUANTITY	MONTHLY RATE/UNIT	TOTAL AMOUNT PER MONTH
Walk behind scrubber		1		
Wet & Dry Vacuum Cleaners (20lt)		2		
Highspeed Buffing Machines		1		
High Pressure Cleaner		1		
Wet and dry Vacuum cleaner (90 lt)		1		
Carpet machine for powder method (used in accordance with carpet cleaning frequencies and requirements)		1		
Blowers		2		
Push Sweepers/Floorboy (pavements)		1		
TOTAL				

EQUIPMENT COST	QUANTITY	MONTHLY RATE/UNIT	TOTAL AMOUNT PER MONTH
10 Step/ approximately 3m high Mount Ladder	1		
Ladders 3m high	2		
Ladders 4 step	2		
Colour coded split buckets on wheels with wringer	10		
Microfibre Mops	20		
Aluminium long handle jumbo mops (long hair)	10		
Toilet kit (portable) public areas/high traffic	5		
Janitorial Trolleys (twin bucket)	10		
30m x 2mm Extension cords	5		
Long Handle Dust Pans including whisk brooms	10		
Big outdoor brooms hard and soft bristles	10		
Window Squeegee's with tele poles	20		
Big Rectangular Buckets for Window Squeegees	10		
Metal Scrapers	10		
Toilet Brushes	30		
Plunger	5		
Scrubbing Brushes &Scourers	10		
Wet Floor Signs	20		
Long Feather Dusters	20		
Short Feather Dusters	20		
Spray Bottles 750ml	20		
Pulse Mops	Rate only		
Micro Fibre Cloth Blue	15		
Micro Fibre Cloth Red	15		
Micro Fibre Cloth Green	15		
TOTAL			

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [•] service .[•]
 To:
 [•].....
 (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: Date

 (for Employer)

Total of Prices for items of work on the Price List (details attached) R. _____
 Total of Prices for items of work not on the Price List (details attached). R. _____
 Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)
 Signed: Date

 (for Contractor)

I accept the above price and programme and instruct you to carry out the Task
 Signed: Date:

 (for Employer)

Service Provider's Detailed Cleaning Proposal

The Service provider shall submit a detailed cleaning proposed .