

TENDER REFERENCE NUMBER: **PR 69359**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF PROJECT: CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 MONTHS

NEC 3: TERM SERVICE CONTRACT (TSC)

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: **1993/004149/30**)

and

.....
.....

(Registration Number:)

for

**CLEANING SERVICES AT CAPE TOWN INTERNATIONAL
AIRPORT FOR A PERIOD OF 5 MONTHS**

Contents:		No pages
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C1.1 Forms of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

CLEANING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 MONTHS

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

By the representative of the Contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Contractor offers to perform all 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 exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the Contractor

Signature Date

Name Capacity

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

Name and signature of witness signature

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

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Contractor's offer shall form an agreement between the employer and the Contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

C1: AGREEMENT AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORKS

C4: ANNEXURES

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

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
Cape Town International Airport
Southern Office Block, Administration Building
7525**

Name of
witness signature

Schedule of Deviations

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

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

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

PART C1: AGREEMENTS AND CONTRACT DATA

C 1.1 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: **Cleaning Services at Cape Town International Airport for a period of Five months as described under section C3.**

The Bidder, 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 Bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Bidder 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 price (Total contract value for 5 months) (excluding VAT)

_____ (in words);

(In figures) _____

Refer Part C2: Pricing Data

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

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the Bidder _____

(Name and address of organization)

Name and
Signature of
Witness _____ Date _____.

Acceptance

(Only to be completed at acceptance stage)

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 agreement)

Part C2: Pricing data

Part C3: Service Information .

Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

The Bidder shall within two weeks after 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 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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 SOC Limited.

Cape Town International Airport

Name and
Signature of

Witness _____ Date _____

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE EMPLOYER

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	ACSA offices, SOB Cape Town International Airport (Located opposite the Pick-up zone)
10.1	The <i>Service Manager</i> is:	Manager: Building and Facilities Maintenance or the person nominated by her.
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 Service Manager
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>Service</i> is	General Cleaning Services
11.2(14)	The following matters will be included in the Risk Register	

Clause	Statement	Data
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information 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	3 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	<i>The Contractor's main responsibilities</i>	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	TBC
30.2	The <i>Service Period</i> is	Five months from the <i>starting date</i>
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	15th 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 after statement date
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> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	Refer to Part C1.3

Clause	Statement	Data
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.3
9	Termination	No data is required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	<i>Priced contract with price list</i>	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 Advocates' Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation N/A – Contract is for a 5 month period	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	

Clause	Statement	Data
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's 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	<p>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.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <p>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</p>
Z	The <i>Additional conditions of contract</i> are	Z1 – Z19
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <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	

Clause	Statement	Data
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	
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>	

Clause	Statement	Data
	(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	<i>Employer's Step-in rights</i>	
Z12.1	If the <i>Contractor</i> 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 <i>Service Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>	
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other	

Clause	Statement	Data
	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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.	
Z13	Liens and Encumbrances	
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , 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 <i>works</i> .	
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works	
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP	
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> 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 <i>Contractor's</i> design, manufacture, construction or execution of the Works	
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or	
Z14.5.3	the proper use of the Works.	
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> 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	<p>Panel of Adjudicators</p> <p>An <i>Adjudicator</i> 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 <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the</p>

Clause	Statement	Data																								
		<p>Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>																								
		<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 reyneke@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 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za																								
Z15.2	Appointment of the Arbitrator	<p>Panel of Arbitrators</p> <p>An <i>Arbitrator</i> 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 <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of <i>Arbitrators</i> below</p>																								

Clause	Statement	Data																								
		<table> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> <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 reyneke@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> </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 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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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 <i>Contractor</i> shall be expected to 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 <i>Service Manager</i> 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 <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.																									
Z19	Delegation																									
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:																									
Z19.1	As part of this contract the <i>Contractor</i> 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.																									

Clause	Statement	Data
Z20	Transformation Imperatives:	
Z20.1	The Contractor shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform work to a minimum of 30% of the value of the contract.	
Z20.2	A Targeted Enterprise is an enterprise that does not share equity holding with the Bidder; and	
Z20.3	Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and	
Z20.3.1.	Is registered with the South African Revenue Service; and	
Z20.3.2.	Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or	
Z20.3.3.	Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and	
Z20.3.4.	Is 51% or more black owned or 30% or more black women owned; and	
Z20.3.5.	<p>Has entered into a written relationship agreement of co-operation and assistance with the Bidder for the duration of the contract.</p> <p>The Employer shall have no contractual relationships with sub-contractors. However, if a sub-contractor is found by the Employer to be incompetent, the Employer may request the Contractor either to provide a sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.</p> <p>The Contractor shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer's Supply Chain Procurement process to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.</p> <p>The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.</p>	
Z20.3.6.	<p>The Contractor must achieve the Contract Participation Goal (CPG) target of a minimum of 50%. The CPG of 50% has been broken up between mandatory sub-contracting of 30% and reserving 20% for Preferential Procurement to Historically Disadvantaged Individuals.</p> <p>Historically Disadvantaged Individual (HDI) is defined as:</p> <ul style="list-style-type: none"> i. a South African citizen- ii. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993,(Act No 2000 of 1993) ("the interim Constitution"); and/or iii. who is a female; and/or iv. who has a disability <p>Provided that a person who obtained South African citizenship on or after the coming to</p>	

Clause	Statement	Data
	effect of the Interim Constitution, is deemed not to be a HDI.	
Z20.3.7.	Such Preferential Procurement which will ensure that the successful bidder procures a minimum of 20% of the cleaning materials, supplies and/or services from suppliers and / or manufacturers within the airport municipality (locally based businesses) who satisfy the definition of enterprises owned by HDI required for the cleaning services contract;	
Z20.4	Financial sanction (penalty levied on contractor) (Rands) = Rand value of CPG offered less Rand value of final CPG attained x (multiplied) by 10%.	
Z20.4.1	If the Contractor fails to substantiate that any failure to achieve the Contract Skills Development Goal (CSDG) was due to reasons beyond the Contractor's control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:	
Z20.4.2	In the event that the Contractor does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to R10 000 per month until the targets are achieved.	

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE CONTRACTOR

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be included in the Risk Register

I.	
II.	
III.	
IV.	
V.	
VI.	
VII.	
VIII.	
IX.	

C1.3 - Insurance Clauses

SECTION A: DEFINITIONS

Landside refers to:

- All areas of the airport from the parking to the pavements

Terminal areas refer to:

- All areas from the pavement, restricted and non-restricted areas.

Airside refers to:

- The Apron / maneuvering areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA SOC LTD Cape Town International Airport
Physical Address: Airports Company South Africa Cape Town International Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatory/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

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. "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 MANDATORY.
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 utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the 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 according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory 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 Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately make 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
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The Mandatory 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 Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory 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 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.
5. The Mandatory 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 Mandatory shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatory 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 Mandatory or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatory to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatory 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 Mandatory 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 Mandatory 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 Mandatory 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 MANDATORY. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatory. A copy of this letter must be made available to the Client.
2. The Mandatory 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 Mandatory 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 Mandatory 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 MANDATORY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

OHS ACT Appointment by Contractor

In terms of the Occupational Health and Safety Act (1993) Section 37(2) I,

_____ on behalf of _____

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by

_____ (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons working on this contract observe them.

Title _____ Name _____

Signature _____

Date _____

Countersigned by company official

Title _____ Name _____

Signature _____

Date _____

C1.5 ACSA Terms and Conditions of Bid

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

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

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

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

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

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

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

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

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

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

ACSA reserves the right **to postpone the closing date for submission** of 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.

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

Binding Arbitration Provision

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

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

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

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

- ACSA reserves the right to reject:-
 - a. Incomplete RFPs
 - b. Late RFPs
 - c. Conditional RFPs.
 - d. Non-compliant RFPs with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.

- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT		ACCEPT WITH AMENDMENT/S		DO NOT ACCEPT	
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BIDDING ENTITY

REPRESENTATIVE NAME AND SURNAME:

SIGNATURE:

DATE:

C2: PRICING DATA

C2.1 Pricing instructions

C2.2 Activity Schedules

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 schedule section shall be entered into the **Cleaning Cost Summary**. Costs not covered by the items may be included in the most appropriate activity schedule section under *other*. 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. CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work

for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager. All costs will be paid on actual proven costs.

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.

C2.2 Price List (including the Activity Schedule)

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

Total contract value

Period	Annual escalation	Rand value
Year 0 to 1	0%	R
Total contract value for 5 months contract <i>(to be carried to the Form of offer)</i>		

- 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.
- 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.

Summary Page: Total contract value (5 months)

Period	Rand value
Month 1	R
Month 2	R
Month 3	R
Month 4	R
Month 5	R
Total (excl VAT)	R
VAT @ 15%	R
Total (incl VAT)	R

- Bidders are required to carry down the monthly contract value from the Activity Based price Schedule – Cleaning Cost Summary. The value must be carried down under period Month 1 - Month 5 should also be calculated and the value must be carried down under period Month 5.
- 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.

ACTIVITY BASED PRICING SCHEDULE – CLEANING COST SUMMARY

NO.	DESCRIPTION	UNIT	TOTAL MONTHLY AMOUNT
1.1	Permits/Induction costs	Once Off	
1.2	Management fee - Administration overheads/expenses breakdown – Monthly Costs (NB: provisional amount ex vat)	Monthly	R 43 478.26
1.3	Uniforms costs* [specify replacement cycle in months]	Monthly	R
1.4	Management and administration personnel costs	Monthly	R
1.5	General Cleaning Labour costs	Monthly	R
1.6	Machinery costs	Monthly	R
1.7	Equipment costs	Monthly	R
1.8	Chemicals & Consumables	Monthly	R
1.9	Carpet cleaning machinery	Monthly	R
1.10	Emergency Cleaning Kit	Once Off	R
	Total for 1 month (Excl. VAT)		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

1. Detailed Cost Breakdown

1.1. Permit Costs – At Cost

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER MONTH
Personnel Permits*	Per person	97	R 343.00	R
Airside Induction Course – for the Cleaners and Shift Supervisors	Per person	10	R 650.00	R
Airside Induction Course – for Management: All Supervisors and Managers and at least one office based senior management person who will attend scheduled meetings and inspections	Per person	10	R 650.00	R
Total				R

- **The number of permits required will be based on the total number of staff, which includes Supervisors, all cleaners, including relievers.*
- *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.*

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

ADMINISTRATION AND/OR OVERHEADS/EXPENSES	ACTIVITY	UNIT	QUANTITY		TOTAL MONTHLY FEE (PRO RATA MONTHLY FEE) PROVISIONAL SUM TOTAL
Insurance		Monthly	5		
Safety file		Once off	1		
Fee for OHS requirements		Once off	1		
PROVISIONAL SUM TOTAL (vat incl)					R 50 000.00

1.3. Uniforms – Monthly (replacement cycle in months every 24 months) PRO-RATA 5 months TERMINAL Building

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL MONTHLY COST (PRO RATA)
Cleaning Staff	No	97	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 allow for relievers in calculating number of uniforms*

1.4. Management & Administration Personnel (Please apply the hourly rate from table 1.5.1 – cleaning service labour rate breakdown)

TERMINAL BUILDING

Description of role	Hours per month per resource (measured in number)	Resource rate/hour	Total Amount per Resource per Month	Number of Resources	Monthly rate per resource (total amount per resource per month)	Total monthly fee
Shift Manager (07:00 – 16:30 Mon – Fri plus 2 weekends a month)	218.03	R	R	1		R
Team Leader (06:00 – 18:00 Mon - Sun)	166.71	R	R	1		R
Team Leader (18:00 – 06:00 Mon - Sun)	166.71	R	R	1		R
Supervisors per shift (06:00 – 18:00 Mon - Sun)	166.71	R	R	2		R
Supervisors per shift (18:00 – 06:00 Mon - Sun)	166.71	R	R	2		R
Total				7		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 onus 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.

1.5. General Labour Costs

(please apply the hourly rate from table 1.5.1 -Cleaning Service Labour Rate breakdown)

TERMINAL BUILDING

General Labour Shift	Hours per month per resource	Resource rate/hour	Total Amount per Resource per Month	Number of Resources*	Monthly rate per resource (total amount per resource per month)	Total monthly fee
06:00 – 18:00 per shift	166.71	R	R	60		R
18:00 – 06:00 per shift	166.71	R	R	30		R
Total				90		R

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

1.5.1 Cleaning Service Labour Rate breakdown
TERMINAL BUILDING

DESCRIPTION		RATE		
		GENERAL CLEANERS/ TOILETS ATTENDANTS	SUPERVISOR/ TEAM LEADERS	SHIFT MANAGER
Basic Salary				
Hourly Rate	State hourly rate	R	R	R
Daily Rate	12 hours a day	R	R	R
Weekly Wage Cost	Hourly wage x weekly hours	R	R	R
Monthly Wage Cost	Monthly hours x hourly rate	R	R	R
Provisions				
Annual Leave Provisions	15 Days per year	R	R	R
Sick Pay	10 Days per year	R	R	R
Family Responsibility Leave	3 Days per year	R	R	R
Other				
Pension / Provident Fund	5.25% Contribution Monthly	R	R	R

Bonus	4.33 Weeks for a full 12 Months	R	R	R
*Severance Pay	1,92%	R	R	R
COID	1.6% of total monthly wage	R	R	R
UIF	1% of basic monthly wage	R	R	R
Skills Deployment Levy	1% of monthly wage	R	R	R
Operators Allowance		R	R	R
Night Shift Allowance		R	R	R
Sundays and public holidays		R	R	R
		R	R	R
Monthly Total		R	R	R
Hourly Rate		R	R	R

- Leave blank where non-applicable
- 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

1.1. General Cleaning - Machinery cost breakdown

TERMINAL BUILDING

Specification	New		Used	Manufacturer /model	Qty	Monthly rate/unit	Total monthly cost
Ride on Auto Scrubbers					2		
Walk behind scrubber					4		
Upright Industrial Vacuum Cleaners (silent)					2		
Highspeed Buffing Machines					2		

Low speed Buffing Machines					2		
Dual Speed buffing machine					2		
High Pressure Cleaner					2		
Cellphones: Airtime					1	R1000	R1000
Washing Machine - Washing of Microfibre Sleeves (16kg)					1		
Total							

1.7 Equipment Cost breakdown

TERMINAL BUILDING

Specification	Quantity		Pro rata Monthly rate/unit*	Total monthly cost
Colour coded split buckets on wheels with wringer	30			
Colour coded split buckets on wheels without wringer	30			
Microfibre Flat Mops with sleeves	35			
Maslin Tools	35			
Aluminium long handle jumbo mops (long hair)	15			
Toilet kit (portable) public areas/high traffic	40			
Janitorial Trolleys (twin bucket)	15			
30m x 2mm Extension cords	5			
Long Handle Dust Pans including whisk brooms	10			
Big outdoor brooms hard and soft bristles	5			
Window Squeegee's with tele poles	5			
Big Rectangular Buckets for Window Squeegees	5			
Metal Scrapers	10			
Toilet Brushes	30			
Scrubbing Brushes & Scourers	10			
Wet Floor Signs	30			
Long Feather Dusters	5			
Short Feather Dusters	5			
Spray Bottles with labels 750ml	50			
Musslin cloth 5 kg	1			
Doodle bug stick	5			
Black pads	10			
Red pads	10			
Total				

1.8 List of Chemicals and Consumables

TERMINAL BUILDING

DESCRIPTION	UOM		Qty	Rate per unit	Monthly cost
Chemicals					
Approved list of chemicals					
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) 20lt x 10	20 litre		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 x 15	20 litre		2		
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 x 15	20 litre		2		
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 per 20lt x 3	20 litre		3		
Window cleaner per 20lt x 5	20 litre		1		
Powerful Alkaline cleaning agent for the machine cleaning of floor coverings, low foaming, not perfumed, removes soiling per 20 lt x 10	20 litre		3		

stainless steel polish ready to use cleaner and polish	600gm tin		5		
Furniture polish (no oil furniture polish)	400gm tn		5		
Spray emulsion containing wax, to remove water solvent soluble solution and scuff marks which forms a protective film which can be polished per 20 lt (Mondo floor cleaner where applicable) 20lt x 5	20 litre		2		
Powder for carpets per 13kg x 10	13kg		2		
Jeyes Fluid per 25lt x 25	25 litre		2		
Ready use abrasive liquid cleaner non scratching or corrosive per 20lt x 3	20 litre		2		
Concentrated tile cleaner for porcelain, tiled areas and all washable surface, based on non-ionic and anionic surfaces. per 20lt x 5	20 litre		3		
70% alcohol based hard surfaces disinfect (rate only)	20 litre		2		
70% alcohol-based floor cleaner (rate only)	20 litre		2		
Consumables					
Toilet paper per Bale - 1 Ply x 800 bales of	bale		800		
Refuse Bags					
Large x 1000 of (Clear)	large		1000		
Medium x 500 of (Clear)	medium		500		
Small x 500 of (Red)	small		500		
300m Maslin Cloth x 1 of	300m		1		
Messily cloth per kg	Kg		2		
Microfibre Cloths					
Green – Basins			60		
Blue – Mirrors			60		
Red – Bathrooms			60		
Microfibre Sleeves			50		
Vacuum Bags			30		

Gloves x 300 of (General purpose)			300		
Industrial/heavy duty gloves (dependent on no. of areas requiring the use thereof)			100		
Dust Masks x 100 of	100 per box		60		
Doodle bug pads					
Carpet spot kits x 5	Per kit		5		
Oil Spill Kit	Per Kit		2		
TOTAL					

Vacuum Cleaning Machinery

TERMINAL BUILDING

Specification	New		Used	Manufacturer /Model	Qty	Monthly rate/unit	Total monthly cost
Carpet machine for powder method (used in accordance with carpet cleaning frequencies and requirements)					2		
90 litre wet and dry vacuum cleaners					1		
Low noise vacuum cleaners					4		
Blowers					10		
TOTAL							

1.10 Emergency Cleaning kit (Once a year purchase or when required)

TERMINAL BUILDING

No	DESCRIPTION		QTY	COST PER UNIT	TOTAL COST	MONTHLY (PRO RATA) COST
1	Wellington Boots		10			

2	Large Squeegees		10			
3	Large hard brooms		10			
4	Gloves soft and heavy duty (pairs)		20			
5	Masks		100			
6	Long hair mops and sticks		15			
7	Large wheely bins (at least 210 litres)		4			
TOTAL						

C3: SCOPE OF SERVICES

C3.1: SERVICE INFORMATION

C3.2: TRANSFORMATION

C3.1 SERVICE INFORMATION

a. Introduction

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

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

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

b. Purpose of the tender

The purpose of this tender is to request proposals for the provision of general cleaning, carpet cleaning services at Cape Town International Airport for a period of 5 months.

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

c. Overview of Requirements

Airports Company South Africa SOC Ltd hereby invites proposals for the provision of general cleaning, services at Cape Town International Airport for a period of 5 months.

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

1. General cleaning
2. Supply of all cleaning consumables and materials; and
3. 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.

d. Detailed Scope of work

1. The cleaning services to be provided by the successful bidder will be primarily for CTIA Terminal Buildings but may be require to assist in other areas throughout the entire airport in the event of an emergency. The areas to be covered in the scope of work are defined below:

The Contractor will be responsible for the following areas

(Please note that these areas are subject to change and the contractor is to accommodate these changes)

A detailed list is attached in Appendix A

TERMINAL A

Landside

- Locker Facility Area
- Walkways & Walkway Canopies: Landside and Car Rentals
- All walkways leading to and from Parkades 1 and 2
- General Plaza Area
- Car Rental Ablutions
- Smoking Shelters
- ACSA Staff Parking – SOB
- Subway North and South
- All Courtyards
- Multi Storey Parking 1 and 2:
 - All lobbies and floors
 - All louvres – up to 3m
 - All Escalators, stairs and lifts
 - All Ablutions
 - Permit Office
 - Police Station
 - Post Office
- Transport Plaza (My Citi Area and Taxis)
- Holding Area
- South and Northern Service Yards
- Cleaning of all bins within Landside Precinct

- Landside Access Roads
 - International arrivals mezzanine (airbridge area)
 - International arrivals passport control
 - International arrival baggage collection
 - International arrivals link to CTB
 - Team facilitation lounge now called the CIP lounge
 - Terminal 1 mezzanine area (tenanted area north west to the terminal)
 - Terminal 1/2 mezzanine area Qatar and Emirates area.
 - Terminal 1/2 mezzanine area south area which includes passages and all ablutions, including passages external to the tenanted area (old Neotel) above the CIP lounge
 - International meeters and greeters area
 - International departures duty free and bussing gates.
 - Police and security areas
 - The passenger vehicle pick up area (elevated road)
 - All the Baggage carousel areas
 - Smoking shelters
 - All areas as identified by the drawings
 - Trolley offices and toilets
 - Air-bridges
 - All CTB Back passages
 - Goods receiving area

Central Terminal Building

Ground Floor

- Ablution facilities including disabled
- Baby changing facilities
- Total concourse area
- Cleaning to all accessible glazing
- Cleaning to all accessible louvers
- Cleaning to Escalators and lifts
- Baggage sorting area
- Domestic arrivals concourse
- Domestic arrivals baggage claim area
- Trolley area / Plant room (permission required)
- Theme garden area
- ACSA offices
- Bus departure lounge

- All departure areas
- Airside access areas
- PAU area
- Staircases
- Back passages

First Floor

- Cleaning to all accessible glazing
- Cleaning to all balustrades
- Cleaning to all accessible louvers
- Cleaning and maintenance to all common area carpets.
- Ablution facilities
- Walkway areas (inside and outside)
- Ablution facilities including disabled
- International arrivals corridor
- Domestic arrivals corridor
- Domestic arrivals foyer
- Walkway/concourse area
- Staircases
- Back passages
- External to North service yard the mezzanine area.

Second Floor

- Cleaning to all accessible glazing
- Cleaning to all balustrades
- Cleaning to all accessible louvers
- Air-bridges
- Walkway areas (inside and outside)
- Passport control area
- Ablution facilities including disabled
- Check in areas
- Cleaning of all Counters and carpets

- Waste removal at counters
- Staircases
- Entrance lobby area
- Outside to entrance area
- All ramps to air-bridges
- Domestic holding lounge
- Service corridors
- Security check point areas not currently serviced under the AVSEC contract
- Goods receiving and lobby area

Third floor

- Concourse area
- Public display area
- Seating area
- Staircases
- Wire centre (permission required first)
- Cleaning to all accessible glazing
- Cleaning to all balustrades
- Cleaning to all accessible louvers
- Ablution facilities including disabled
- Baby changing facilities
- Areas outside the airline lounges

Fourth Floor

- Airport Management Centre (AMC,IMC, Apron, JOC, and OCC)
- Airport Management Centre cleaning to kitchen area after 5pm and 3 times daily on week ends
- Cleaning to all accessible glazing
- Cleaning to all balustrades
- Cleaning to all accessible louvers
- SAPS office corridor
- Staircases
- Airline lounges lobby

2. Human Resource Requirements

a. Shift/Operational Hours

Daily shifts for day shift cleaning staff and admin

(Monday to Friday) 07h00 - 16h00 (8 hours)

(Monday to Friday) 09h00 – 18h00 (8 hours)

All other operational areas shifts:

Morning shift 06h00 – 18h00

Night shift 18h00 – 06h00

b. Manpower

- i. ACSA has determined the optimal number of resources to be deployed to the contract, these numbers can be seen in the summary tables below. The successful bidder is required to determine the adequate number of relievers required in order to provide the cleaning services at the required standard.
- ii. It is important that bidders note that airports are **seasonal operations by nature**. Therefore, this means that there will be a fluctuation in resource requirements whenever peak and off-peak periods are experienced. Additional resources will be required during peak seasons and resources will be cut back during off-peak season. Should the size of the airport change through an expansion or reduction, the same principal will apply. Bidders are required to provide ACSA with a rate per resource type in the Activity Pricing Schedule provided for application when seasonal changes/operational changes take effect.
- iii. In the event of emergencies at the airport Bidders are expected to make provision to assist by releasing staff, equipment, machinery and consumables. Bidders are to take note that the emergency may be in an area allocated to another Bidder. Bidders are to make provision for an emergency kit to be in the storeroom for such events. The emergency kit is not limited to Wellington Boots, Large Squigees, long hair mops and large brooms. Where the emergency kit has to be replenished due to wear and tear, the Bidder may approach ACSA to request the replenishment. This will be resourced as at additional cost after assessment by ACSA and the Bidder. Where additional work is required after the emergence an assessment will be done and Bidders will be asked to quote for rework
- iv. The successful bidder must provide for a Time and Attendance management system (biometric) which will be used to ensure that all resources are where they are supposed to be and performing the required services at all times. The time and attendance management system must not be a manual process as this is open to manipulation, such system must be electronically based with unique resource identification and ACSA must be able to verify the records when required.

➤ **Summary of headcount by station per shift – Supervisory staff**

NO	DESCRIPTION	7am - 4:30pm Mon - Fri	6am - 6pm per shift	6pm - 6am per shift	TOTAL NO. OF STAFF
	Supervision for Cleaning Services				
1	Supervisors		2	1	3
2	Shift Managers		1		1
3	Team Leader			1	1
	Total		3	2	5

3. Cleaning chemicals and consumables/materials

c. Chemicals

- i. 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.
- ii. ACSA reserves the right to change or replace any of the below listed chemicals with equivalent specification chemicals.
- iii. 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.
- iv. All chemicals must be SABS and/or SANS approved and must not be harmful to the environment.

No	DESCRIPTION	QUANTITY
	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) 20lt	2
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	2
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	2
4	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 per 20lt	3
5	Window cleaner per 20lt	1
6	Powerful Alkaline cleaning agent for the machine cleaning of floor coverings, low foaming, not perfumed, removes soiling per 20 lt	3
7	Clear Liquid hand soap per 20lt	0
8	stainless steel polish read to use cleaner and polish	5
9	Furniture polish (no oil furniture polish)	5
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)	2
13	Powder for carpets per 20 lt	2
14	Jeyes Fluid per 25lt	2
15	Gum removing soluble agent in aerosol cans	0
16	Ready use abrasive liquid cleaner non scratching or corrosive per 20lt	2
17	Concentated tile cleaner for porcelain, tiled areas and all washable surface, based on non-ionic and anionic surfaces. per 20lt	3

18	60% alcohol based hard surfaces disinfect (rate only)	2
19	60% alcohol based floor cleaner (rate only)	2

a. Consumables/Materials

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

No	DESCRIPTION
	Consumables/Materials
1	Toilet paper per Bale - 1 Ply virgin
2	48 Rolls per Pack.
	500 Sheet per Roll as per SABS or SANS Regulations.
	Sheet Size: 100mm x 110mm
	19gsm Paper.
	Single ply Toilet paper
	Refuse Bags (Clear)
3	Large
	Medium
	Small (Red)
	300m Maslin Cloth
4	Microfibre Cloths
5	Green - Basins
	Blue - Mirrors
	Red - Bathrooms
	Microfibre Sleeves
6	Vacuum Bags
7	Gloves (General purpose)
8	Industrial/heavy duty (dependent on no. of areas requiring the use thereof)
9	Dust Masks
10	Urinal Mats

4. Cleaning machinery and equipment

a. Machinery

- i. All the machinery being provided on the contract must still be within its serviceable life.
- ii. The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- iii. 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.
- iv. Service Level Agreement pertaining to the provision and use of the machinery on the contract can be found under Section...
- v. 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.
- vi. Please consider the following when obtaining machinery to be used in the provision of the services herein:
 - a. Carpet machines must, as a minimum dryness of 80% – in the event of spillage / flooding
 - b. Brushboy – used for grooves on tiles, floor and walls, toilets, stairs, edges, lifts, used by deep cleaning team at night.
 - c. 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.
 - d. Monodisc single brush machines – high speed- used for buffing floors – required to be available on site at all times.
 - e. Easy Rider (or equivalent) – to be available on site – used for scrubbing and mopping. One to cover up to a 100 000 sqm with a wide squeegee and sufficient battery size taking up to 200lt of water, another push behind 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.
 - f. High pressure machine up to 150 bar for outside / walkway areas – to be available on site at all times.
 - g. Carpet extractor machines for cleaning of large areas

No	DESCRIPTION
	General Cleaning Machinery
1	Ride on Auto Scrubbers
2	Walk behind scrubber
3	Upright Industrial Vacuum Cleaners
4	Highspeed Buffing Machines
5	Low speed Buffing Machines
6	Dual speed Buffing Machines
7	High Pressure Cleaner
8	Cell phones - Model to be confirmed
9	Push Sweepers/Floorboy (pavements)
10	Washing Machine - Washing of Microfibre Sleeves

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

b. Equipment

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

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

17	Scrubbing Brushes & Scourers
18	Wet Floor Signs
19	Long Feather Dusters
20	Short Feather Dusters
21	Spray Bottles 750ml
22	Musslin cloth
23	Doodle bug stick
24	Black pads
25	Red Pads

- ii. The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- iii. 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.
- iv. Service Level Agreement pertaining to the provision and use of the equipment on the contract can be found under Section C

5. Schedule of works

- i. Details of cleaning works and procedures have been provided in the table below. The frequencies will serve as the minimum required cleaning frequencies for all areas of work.

No .	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
1	Ceilings, diffusers, canopies, marble/tiled/ formica walls, internal cladding, doors and fixture and fittings	1.High dusting using an elongated tool to remove cobwebs from the ceiling and all other fixtures and fittings Report stains for ceiling contractor to clean 2. Use damp flat mop to wipe marble/tiled/formica walls and high doors/ remove stickers where necessary	No appearance of dirt/dust and fingerprint marks and streaks/walls shiny and clean at all times Walls and doors including all wall cladding and cladding to lifts and miscellaneous cladding: No graffiti, no stains of all types, No marks, dust-free and no watermarks.	Weekly	Monthly	

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
2	Floors (Porcelain, ceramic, marble, Mondo, terrazzo and vinyl)	Sweep, scrub. Mop, buff, to maintain high grade and quality of tidiness.	Floors to be visibly clean and shiny at all times with no bubble-gum, no stains, no oil marks, no spillages, no dust, no litter, strip and sealed – enhanced consistent visibility of a polished effect, no watermarks and streak marks	Daily (day shift)	3 per week	Deep cleaning schedule to be worked out after contracting – cycle runs at least once a month or on assessment
3.	Floors (Porcelain, ceramic, marble, Mondo, terrazzo and vinyl)	Use ride on machine to scrub areas not on deep cleaning schedule, ensure edges are cleaned	Floors to be clean, no chemical residue, original tile finish to be maintained	Daily (night shift)	3 x per week	Deep cleaning schedule to be worked out after contracting – cycle runs at least once a month or on assessment
4.	All floors – deep cleaning	Use floor scrubber chemical with dilution instructions for deep cleaning. Rinse adequately to avoid slippery tiles	No marks, maintain original tile finish	Monthly (or as scheduled)	6 weekly or as scheduled	
5	Pavement/ Polished Pavement	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	Surfaces to be visibly clean and shiny at all times with no bubble-gum, no stains, no oil marks, no spillages, no dust, no litter, strip and sealed – enhanced consistent visibility of a polished effect, no watermarks and streak marks	Daily	Every 4 hours	Once a month strip and polish required for polished pavements High pressure cleaning of other concrete areas to be done once

No.	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
						every 2 months Oil affected areas to be done as per schedule based on assessment/inspections
6	Carpets/Loose and entry mats/walk off mats/Rugs	<p>Vacuum and spot clean - high traffic and low traffic areas. Remove spots, stains and spillages using emergency kit, interim clean, restorative clean and. remove litter during intervals when no boarding is taking place.</p> <p>Pile lifting of dirt</p> <p>Deep cleaning by wet extraction or powder extraction as agreed Maintain to manufacturer's requirements and standards. (Carpets and carpeted entrance areas)</p> <p>Décro matts, sweep with hard broom or vacuum daily</p> <p>Deep cleaning once per 6 months cycle, remove stainless steel and clean the well and matt with water</p>	Maintain the carpets as per manufacturer's guide. Carpets to be clean and stain free at all times.	<p>Daily</p> <p>3 per week</p> <p>1 per 6 weeks</p>	<p>3 per week</p> <p>1 per week</p> <p>1 per 8 weeks</p>	<p>Schedule subject to change based on assessment and events</p> <p>All areas</p>

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
7	Stairs	Sweep with dust control mops, wash and mop all floors, manage spillage & remove stains	No appearance of dirt streaks with surface clean at all times. Hand rails shiny and clean at all times	Daily – Maintained continuously every 3 hours	1 per week – Maintained continuously	Deep clean at least once a month
8	Windows, glass, mirrors	Use window kit to clean Use glass cleaner on ornamental mirror surfaces	No appearance of streak marks, no watermarks, dust free and no hand/fingerprints Maintain high gloss/shiny finish at all times	High density areas must receive constant attention. 2-3-hour intervals daily	Weekly	Provision must be made for cleaning over the weekend on assessment
9	Chrome and Brass works/Stainless steel	Dust and polish with approved polisher	No appearance of stains and streak marks, dust free with no fingerprints	Weekly	Monthly	
10	Furniture (internal and underside) and counters, notice boards, ACSA security desks Furniture includes, but not limited to: Desks, tables, chairs, upholstery/s oft furnishing seating and	Wipe daily with damp cloth Polish top of tables, desks and check-in counters with an approved furniture polish. Use Cloth or soft nylon brush on upholstery No abrasive scrapers or blades to glass & aluminium Feather dust all glass before washing	All furniture shall be cleaned appropriately and sanitised to ensure protection and cleanliness. No appearance of dust, ingrained dirt, bubble-gum deposits, grease stains, streak marks, smears and heavy build-up of dirt in corners at all times.	Daily - 1 per day but maintained continuously	1 per week but maintained continuously	

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
	radiators, shelving, books cases, cupboard interiors and glass displays.					
11	Telephones (Emergency and office telephones)	Dust and wipe with damp cloth using disinfectant	No appearance of dust and stains at all times	Daily - 1 per day	Daily - 1 per day	
12	Lifts, Travellators and Escalators and travellers	Cleaning of the following: Balustrades, Landing plate, External stainless-steel escalator housing, lift floors, mirrors, doors and ceiling – all inside surfaces of lifts. Dust, pick up litter, wipe control panels, detail cleaning of elevator floors, clean hand rails and balustrades, clean glass surfaces of escalators and travellers and steps.	No appearance of dust, stains, spillages and grime build-up at all times	Daily – repeat action if equipment is not in use or when traffic is low		
13	Fire escapes Inside the Terminal Buildings	Sweep/mop as necessary Damp wipe hand rails Remove litter, bird nests and bird droppings Disinfect fire escapes	No appearance of dirt, litter, marks and bird nests and bird droppings at all times	Daily	Daily	Deep cleaning every 3 months
14	Garbage Bins	Empty and clean/wipe spillages with disinfectant once every shift or when the bin is ¾ full. Deep cleaning of terminal bins (clean inside and outside,	No appearance of litter around the bin, no spillages, no build-up of grime, no odour coming from the bin at all times	Daily hosing of auto-bins Monthly deep cleaning of terminal bins		

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		including the base) by washing, disinfecting, Hosing of auto-bins (clean inside and outside, including the wheels) by disinfecting and high-pressure cleaning.				
15	Baggage processing equipment area	Sweep tunnels, under and around the equipment, litter picking and apply prescribed standard for relevant of surface	No appearance of dirt and litter around the equipment. Floors to maintain performance measure of relevant floor surface.	Daily - twice per day but maintained - scan the area to continuously remove litter and wipe spillages		
16	Public areas, lobbies and passenger waiting areas including public benches	Sweep, vacuum and clean glass/Perspex surfaces. Remove litter, wipe public benches, remove gum, empty bins. Public benches	Surfaces to be visibly clean and shiny at all times with no bubble-gum, no stains, no oil marks, no spillages, no dust, no litter, Deep clean and remove gum under the seat	Daily - rotate Once a week	Daily – 4 times a day	All other areas to be deep cleaned per schedule of surfaces
17	Cleaning of toilets/ ablutions	Clean with disinfectant on a continuous basis. The entire inside of the ablution including high dust tops of doors, partitions and advertising boards, wipe hygiene equipment, clean doors, partitions and walls, mirrors, remove stickers/bubble-gum, detail clean edges, corners and skirting. 3 different colour micro-	Minimal appearance of water residue/water on the floor, clean bowls, no water on basins, clean at all times, at least 2 toilet rolls in toilet roll holder at all times, at least half level of soap in soap dispenser All waste paper to be placed in bins	Daily - Continuously	Daily – 2 hours	No abrasive brushes to be used to clean toilet bowls and basins. Taps to be cleaned with SABS approved products to prevent scratching/ rusting and dirt build-

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		<p>fibre cloths and marked/colour-coded spray bottles to be used for separate cleaning basins, urinal & tiles. urinal mats or equivalent consumables to be provided to address "smell/odour" issues.</p> <p>Empty bins, clean floors, wash and mop all floors. Concentrate on minimising water residue from floors, basins and mirrors, check cubicles and flush, wipe doors, clean bowls, seat covers, basins and taps, clean mirror, check toilets and flush and wipe flush master, change water as it becomes dirty. Repeat actions for male toilets and include cleaning of urinals, disabled toilet and baby room - include baby room chair and changing station, check toilet paper levels and soap dispenser levels</p>				<p>up Toilets to be deep cleaned after airport operational hours using SABS approved products Urinals to be cleaned thoroughly and cleanliness must be maintained at all times. No handy andy or other ammoniac based products to be used on urinals</p>
18	Deep cleaning toilets/ablutions	Deep clean bowls and urinals using undiluted chemical as per instruction, apply floor chemical, stronger dilution to floor, using single disc machine for stripping floors 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 clean limescale under	Bowls, urinals and taps to have no limescale, must not be discoloured, no stickers on floors or doors, no dust on top of partitions and doors, edges to have no residue, cleaner trolley to be clean, refill toilet rolls and soap to full levels in preparation for morning	Weekly	Weekly	Schedule may change based on traffic or problem areas

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		hygiene equipment, clean behind bowls, wipe all sanitary bins, high dusting (tops of doors, advertising, partitions) where necessary, clean edges, corners and sluice room and trolley, 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. Repeat actions for male toilets and include cleaning of urinals, disabled toilet and baby room - include baby room chair and changing station.				
19	Pillars/Poles and columns	Dust and wipe with damp cloth using disinfectant	No appearance of dust and stains at all times	Weekly – But maintained continuously	Twice per month – but maintained continuously	
20	Counters	Vacuum carpet at night and when requested during the day, scrub clean vinyl floor, remove spots, empty and wipe bin, wipe desk and phone buff stainless steel	Area to be clean and free of litter	Every 2 hours – check queues before cleaning area	3 times a day	Deep cleaning at least every two weeks
21	Staff restrooms	Scrub vinyl/tiled floors, empty bins. Remove marks and litter. Clean kitchens and surfaces, wipe aluminium doors, high dust areas, deep clean ablutions as per low traffic areas	Area to be cleaned, kitchens to be clean. Refill toilet paper and soap to full levels	Daily – every 4 hours	Night – after the shift mop areas and detail clean	Deep cleaning at least every two weeks

No	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		where restrooms have ablutions. Excluding staff dishes and personal belongings				
22	Security checkpoints	Wipe glass surfaces, wipe metal detectors, clean stainless steel on x-ray machines, wipe chairs, scrub floors, wipe security buckets, wipe barriers, remove stickers, empty bins	Minimum smudges, area to be clean and free of litter and spillages	Daily before shift, scan area every 2 hours		Deep clean Buckets to be deep cleaned every 2 weeks Security areas deep cleaned once a month
23	Loading bridges	Wipe glass surfaces, wipe metal and fomica, scrub/buff, remove marks, stickers, litter and clean edges	Minimum smudges, area to be clean and free of litter and spillages	Check after each flight		Deep clean quarterly
24	Boarding gates	Wipe walls, scrub/buff floors(vynil). Carpet areas to be cleaned as per carpet standards. Maintain spots and spillages, empty bins and remove litter	Area to be clean and free of litter and spots	Check after each flight		Deep cleaning quarterly
25	Entrance mats	Vaccuum every night Scan area and remove litter daily every 3 hours, manage spots	Area to be clean and free of litter and spots	Daily every	Twice a day	Deep cleaning grey mats - every 2 months Black mats – every 3 months

No .	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
26	Viewing decks	Window team to attend to glass surfaces using a tele pole/elongated tool up to 2 meters, (higher surfaces are done by a high access contractor inside and outside) Clean floors, wipe spillages, remove litter, wipe statues/ornaments/ plants, wipe public seating, barriers	Area to be clean and free of litter, spillages and fingerprints	Daily continuously -		
27	Glass surfaces	All areas up to 2m from ground when using an elongated tool –	Wipe surfaces to eliminate marks on surfaces	On a rotational basis every 3 hours	Wipe twice a day	

e. Management of works/services

I. Overview

- i The successful bidder will be required to effectively manage the provision of the cleaning services to ensure passenger and airport staff safety at all times such as the adequate supply and placement of wet floor signs.
- ii All work shall conform to all relevant SANS standards, OHS ACT regulations, Environmental regulations and all other legislation that might be relevant to the contract and the execution thereof.
- iii All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.
- iv The successful bidder is required to implement an electronic time management/time and attendance system. This system must ensure unique identification of employees using biometric reading properties or similar. Monthly invoicing to be reconciled with monthly attendance

II. Planning and programming

- i 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.
- ii Normal airport operational hours shall be 24 hours 7 days a week for every day of the year.
- iii As a minimum requirement, the successful bidder shall roster scheduled cleaning services and all related activities.
- iv All cleaning services shall be scheduled, at least, to the requirements of the annexures (The successful bidder must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)
- v The successful bidder must plan the execution of the services and resources in accordance with the different levels of demand that terminals present, i.e. peak and off-peak periods. Under normal circumstances, the following would be the applicable peak and off-peak periods:
 - a. Peak periods: Easter period, Special event periods, School holidays, Festive Period etc.. Additional resources may be required in order to ensure that the airport is serviced to meet the increases in passenger traffic. Peak also occurs on a daily basis from time to time. Peak normally occurs approximately from 5am to 10am, and again from 3pm to last flight of the day. At these times more rigorous supervision is required. Peak period are subject to seasonal changes and these would be communicated to the successful Bidder. An assessment of contract resources versus additional frequencies will be done and additional requirements, if needed would be request at contract rates.
 - b. ACSA reserves the right to approve all additional requirements to the contract. Therefore, additional requirements will be subject to ACSA's approval.
 - c. Off-peak: All other periods outside of those stipulated under peak periods.

- vi The following buildings and premises are excluded:
 - a. The inside of buildings and premises leased and/ or rented out by ACSA on a lease basis to third parties who are responsible for the cleaning of the inside of the aforesaid 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 and form part of the specialised cleaning scope of requirements **if above 2.0 meters**.
 - b. Should the buildings and/or premises listed in **point a** be vacant at any point during the course of this contract, such buildings and/or premises will form part of the cleaning services scope to be performed by the successful bidder until such space is filled. ACSA reserves the right to request that the successful bidder attend to the vacant areas as part of their service provision.
 - c. Should a building be affected by a water leaks the service provider will be required to assist and may quote for additional services and consumables and chemicals
- vii 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:
 - a. Re-scheduling of work in order to accommodate other contractors;
 - b. Allowing access to areas where cleaning services would be taking place and providing assistance to suppliers to correct defects/faults on equipment and/or systems;
 - c. Checking on other contractors to reduce risk;
 - d. Pointing out services to consultants or other contractors;
 - e. Providing access to other contractors;
 - f. Attending co-ordination and planning meetings;
 - g. Removing rubble and /or equipment from site;
 - h. Providing of system data to ACSA or its consultants;
 - i. Recommending improvement on maintenance procedures; and
 - j. Co-operation with ACSA Security relating to security initiatives
- viii The above list is not exhaustive, therefore, there may be additional requirements not listed.
- ix All instructions in relation to the above requirements will be communicated to the person responsible within the successful bidder's management team. The onus is on the successful bidder to instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.
- x The successful bidder will be required to keep accurate daily records of staff attendance, cleaning work, safety inspections, exception reports where work has been undertaken outside the normal scope etc. Records shall be kept on site and must be made available to ACSA on a daily basis for assessment by the Service Manager. All records shall be in a format as agreed with the Service Manager.
- xi Monthly reports
 - a. The successful bidder shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The report must be submitted not later than the 7th of each respective month or as agreed with the Service Manager indicating the following:
 - i. Staff availability report capturing actual staff daily as per deployment sheet to indicate percentage of availability and levels monthly

- ii. An indication and substantiation of consumable/ materials usage per month for each facility, included and attached also all delivery notes of consumables ordered and stock holding left per month including pricing.
- iii. Resource allocation per respective facility per month including: Absenteeism, Discipline etc.
- iv. Ad-hoc services provided with costing and description. All instructions for ad-hoc services will be issued through a Maintenance Work Order or Manual Work Order during emergencies.
- v. Actions on non-conformances forwarded by ACSA.
- vi. Planned maintenance completed for the month.
- vii. Planned maintenance not completed for the month.
- viii. Planned maintenance for the next month. A floor maintenance programme is to be submitted to ACSA which shall be adhered to and also monitored.
- ix. Recommendations for improved service and facilities.
- x. Health and safety issues.
- xi. Completed inspections and findings, actions taken, actions completed, and actions not completed.
- xii. Inspections will be completed on a weekly basis with ACSA staff. This will assist in decisions with regard to improvement initiatives. The successful bidder shall keep.
- xiii. copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.
- xiv. Transformation – subcontractor development progress report

III. Quality plans and control

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the successful bidder will be expected to continuously compile quality plans and quality improvement plans for the ACSA Service Manager. Emphasis must be on improving services provisions and ensuring that rostered cleaning work is indeed performed in line with contractual requirements.
- ii 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.
- iii 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.
- iv The QMS proposal should as a minimum, cover the following key areas:
 - b. Illustration of an understanding of requirements of this contract and the airport operation;

- c. General audit system being applied;
- d. Ablution facilities audit document;
- e. Monthly reporting;
- f. Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
- g. Corrective/Preventative Actions;
- h. Rectifying/correcting/communicating problems logged on the Helpdesk;
- i. Consumables usage audit system;
- j. Mechanised cleaning audit system;
- k. Introduction of new technologies, new chemicals, new consumables, new machinery and equipment to improve overall service provision and quality during the contract;
- l. Compliance Audit systems to applicable regulation and/or legislation;
- m. 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
- n. Details of QMS being applied. i.e. In-house or ISO.
- o. 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.
- p. The rating will be set annually by ACSA and any change will be communicated
- q. For the year 2020/2021 the ASQ rating is set as follows::
 - i. International benchmarked rating: 4.2
 - ii. Domestic Benchmark 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

IV. Safety, Health, Environmental and Risk (SHER)

The successful bidders shall be required to submit a safety file at the start of the contract

- i 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.
- ii At no time shall the successful bidder:
 - a. allow any pollutive or toxic substance to be released into the air or storm water systems;
 - b. interfere with, or put at risk, the functionality of any system or service;
 - c. cause a fire or safety hazard.
- iii The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:
 - a. Environmental policy; and

- b. Health and Safety policy
- iv 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.
- v 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.
- vi The successful bidder shall:
 - a. 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.
 - b. Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
 - c. Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
 - d. Ensure that PPE or Clothing is kept in good working order.
 - e. 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.
 - f. Appoint a competent person to conduct a risk assessment which will include, but not limited to:
 - i. 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;
 - ii. A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
 - iii. A monitoring and review plan of risks and hazards;
 - iv. 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.
- vii 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.
- viii 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.

- ix It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- x 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.
- xi 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.
- xii 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.
- xiii The following areas in the company are declared as "HOT WORKS PERMIT" areas:
 - a. All airside areas
 - b. All basement areas
 - c. All areas accessible to the public
 - d. All enclosed areas
 - e. The terminal building
- xiv 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.
- xv 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
- xvi 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
- xvii No person shall perform an unsafe / unhygienic act or operation whilst on ACSA premises.
- xviii 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.
- xix 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.

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

V. Format of communications

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

VI. 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:
 - a. Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse;
 - b. Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract to pose any operational disruption risks to ACSA;
 - c. Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and
 - d. 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.
- 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 employees 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:
 - Shift Manager
 - Supervisors, and
 - Team Leaders

VII. Management meetings

- i The successful bidder's Site Manager will be expected to attend meetings relating to airport maintenance, airport operations, contract management and other issues that may arise from time to time. As far as is practicable, the successful bidder will make all required persons available for these meetings. The successful bidder shall not submit claims for payment for staff attending any of these meetings. The details of all meetings to be attended by the successful bidder will be included in the Service Level Agreement.

VIII. Permits

- i The successful bidder shall not be compensated for any additional costs relating to ACSA required permits, nor for labour/time spent in obtaining such permits. An allowance must be made in the Activity Schedule in this regard.
- ii All staff members required to work on airside and baggage areas are required to undergo Airside Induction Training prior to application for permit.
- iii The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof at all times. This will include the permit application process.
- iv The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.
- v Note that (within reason) The successful bidder will have no claim against ACSA in the event that a permit request is refused.
- vi Permit costs will must be billed at cost, no mark-up will be allowed on these costs.
- vii The successful bidder will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned will not be paid for by ACSA.
- viii The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:

□ Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking

Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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.

IX. Proof of compliance with the law

- i 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

X. Insurance provided by the employer

- i 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.

XI. Cell phones an

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

XII. Training and Development

- i The Sector for Contract Cleaning Services has developed a SAQA approved Cleaning Certificate Course through the Services Sector Education and Training Authority.
- ii 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.
- iii 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.
- iv 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 D – Storeman
 B – Machine Operators E – Site Manager
 C – Supervisors/Team Leader F – Machine Operators

Training Programme	Target Group	Frequency
Human Resources & Industrial Relations Training (External)	C, E	External – once a year
Personal Hygiene (Inhouse)	A, B, C, D, E, F	Inhouse Every quarter – need attendance registers
Company Policies & Procedure (Uniform Policy to be covered), including conditions of use for airport users	A, B, C, D, E, F	Inhouse Every quarter – need attendance registers
Occupational Health and Safety Training	A, B, C, D, E, F	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, B,	Inhouse – Every six months
Basic Cleaning Course Toilet Cleaning and Deep Cleaning Carpet Care and Cleaning	A, B	External - Once for the duration of the contract – all cleaners – existing and new
Advance Cleaning Course	C, D, E	External – Every two years
Customer Care Program and Airport Orientation – provided in house by ACSA	A, B, C, D, E, F	Once a year
Carpet care and cleaning	C, D, E	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, B, C, D, E, F	
Equipment Management and Machine Operator Training	C, D, F	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, CAS will provide a venue and a trainer.

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

XIV. Uniform and Personal Protective Clothing

- i 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.
- ii 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.
- iii Staff in Terminal Areas and Toilets Public Areas need to have a special uniform to accommodate operations.
- iv Staff must be issued with both winter and summer uniform and minimum of two (2) sets per staff member.
- v Uniform costs will be paid for at cost, no mark-up should be added to this cost item.
- vi 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.
- vii In exceptional circumstance, ACSA may agree to pay for uniform costs where there is proof of the exceptional circumstances having taken place.
- viii 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.

Proposed uniform:

Type of uniform	Suggested description/specification
Supervisors	Pants or skirts and golf shifts with Jerseys/Jackets for winter
Terminal Floors and Public Areas Male	Pants and Chinese collar shirt - turtle neck/fleece for winter
Terminal Floors and Public Areas Female	Pants and Chinese collar shirt - turtle neck/fleece for winter
Ablutions Male	Pants, shirt and waistcoat and waterproofed rubber soled lightweight safety shoes* and jersey for winter
Ablutions Female	Pants/shirt and waistcoat or scarf/dress, shoes and jersey for winter
Landside and airside pavements	Conti suit and drimack for winter

Type of uniform	Suggested description/specification
Carpets	Pants and Chinese collar shirt - turtle neck/fleece for winter
Toilet paper runner	Pants and Chinese collar shirt - turtle neck/fleece for winter
Bin runner/Back passages	Conti suit and drimack for winter
Casual/Reliever	Bib with company colours
Seasonal	Must be winter and summer uniform
PPE	Safety shoes (Waterproofed rubber soled lightweight shoes). and gloves and reflector jackets for all staff working in airside areas
Shoes*	Waterproofed rubber soled lightweight safety shoes.
Terminal Areas shoes	Waterproofed rubber soled lightweight safety shoes.
Beenies in company branding	Winter uniform

***Not the construction type**

The preferred fabric for all shirts and female pants is mini matt fabric

XV. Rewards and Recognition Programmes

- i 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.

C3.2 TRANSFORMATION

a. Introduction

- i In the past few years South Africa has experienced an inadequate amount of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. Several Government regulations, policies and frameworks such as the National Development Plan (NDP), PPPFA and B-BBE codes of practice have been developed to address these challenges
- ii Thus, as public-sector entity, ACSA required by law to endorse and apply the rules set out by such prescripts. ACSA, with the government's transformation goals in mind, developed a transformation policy to guide the implementation of transformation within ACSA. (The policy be provided to the successful bidder for reference purposes). ACSA aims to make a meaningful economic and social impact within the communities in which it operates. This therefore means that transformation is not just about compliance but also part of overall sustainability and ACSA's Socio-economic development objectives.
- iii ACSA has an integrated transformation strategy, the overall objective of which is to support the Government's national agenda of job creation through transformation. It has an external focus on Skills Development, Enterprise and Supplier Development initiatives and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement.
- iv Transformation within the contract cleaning services industry means the empowerment of all black owned enterprises, with particular focus on supporting enterprises owned by black women, youth, and people with disabilities, in order to increase the number of Historically Disadvantaged Individuals that manage, own and control enterprises and productive assets in this industry.
- v To facilitate transformation within the industry and to ensure that a higher number of black owned cleaning enterprises are in a position to participate in large value public sector contracts, ACSA requires that bidders submit their commitment to Enterprise Development and socio-economic transformation for the duration of this contract.
- vi Towards this end, the following Transformation requirements will apply to this contract:
 - a.ACSA wishes, in terms of its Transformation Objectives for this contract to ensure that the following transformational elements are addressed namely:
 - i Direct and indirect targeting of Historically Disadvantaged Individuals (HDI) enterprises;
 - ii Promotion of enterprise development;
 - iii Promotion of local suppliers and manufacturing enterprises; and
 - iv Promotion of employment of local labour and students.
 - b.These Transformation Objectives shall be addressed in the following manner:
 - i The defining and monitoring of a Contract Participation Goal (CPG) for the contract whereby a mandatory minimum CPG of 40% must be achieved (or a financial sanction shall apply). The CPG shall be broken down as follows:
 - Mandatory sub-contracting of 30% of the core services on the contract to a Targeted Enterprise; and
 - The application of preferential procurement processes which will ensure that the successful bidder procures a minimum of 10% of the cleaning materials and/or services from suppliers

and / or manufacturers in the airport municipality who satisfy the definition of enterprises owned by HDI required for the cleaning services contract;

- Historically Disadvantaged Individual (HDI) is defined as:
 - a South African citizen;
 - who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 2000 of 1993) (“the interim Constitution”); and/or
 - who is a female; and/or
 - who has a disability
 -

- **Localisation and Socio-economic development**

- i It is a mandatory requirement that all unskilled labour employment required by the contract shall be sourced from the airport municipal area. i.e. within the locality of the airport (as close to the airport as possible)
- ii It is a mandatory requirement that a minimum of 70% of the semi-skilled and skilled positions required by the contract shall be sourced from the airport municipal area. i.e. within the locality of the airport.
- iii The remaining 30% of the semi-skilled and skilled positions required by the contract may be sourced at the successful bidders’ discretion.
- iv It is a mandatory requirement that a minimum of 2 (two) facilities management or related studies students requiring training and exposure be employed on this cleaning contract.

b. Enterprise Development Initiative

The successful bidder enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of thirty percent (30%) of the tendered contract value.

c. Definition of a Targeted Enterprise in the tender

For the purposes of this tender and contract, the definition of a targeted enterprise has been adapted from the definition of a targeted enterprise provided for in the CIDB “Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts” is an enterprise satisfying the following:

- i Does not share equity holding with the bidder; and
- ii Is registered in terms of the Company’s Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- iii Is registered with the South African Revenue Service; and
- iv Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- v Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad-

Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and

- vi Is 50% or more black owned or 30% or more black women owned; and
- vii Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

d. Participation of Targeted Enterprise(s)

- i The involvement of Targeted Enterprise(s) is a mechanism to broaden the economic share of the historically disadvantaged in the national spend on cleaning services and a means to hasten and improve the transfer of technical skills.
- ii The CPG percentage specified shall be applicable to actual work, supplies and services. ACSA has set the target as part of the tender process. Bidders are required to submit a detailed Transformation Proposal on how they will achieve the set minimum targets.
- iii Such Transformation Proposal must include the following:
 - a. A needs analysis of the targeted enterprise;
 - b. Identified needs/needs analysis outcome must be agreed to by main contractor and sub-contractor.
 - c. Both parties must agree on the developmental areas that are going to be addressed through mentorship during the course of the contract. There must be a minimum of 3 developmental areas agreed to by the parties.
 - d. Development areas can include, but are not limited to:
 - i. Management and labour skills transfer;
 - ii. Establishment of administrative systems;
 - iii. Establishment of cost control systems;
 - iv. Establishment of cleaning management and planning systems (safety, health, environmental, risk and quality);
 - v. Planning, procurement and tendering skills transfer;
 - vi. Business skills transfer with focus on entrepreneurial and negotiations skills;
 - vii. Technical skills transfer with emphasis on innovation and continuous improvement on future contracts;
 - viii. Legal compliance assistance and skills transfer;
 - ix. Assist with establishing credit rating/history;
 - e. Clear breakdown of how the remaining 10% of the CPG will be achieved. Details of all contract scope (i.e. goods/services) earmarked for preferential procurement must be included in the Transformation.
 - f. The contractor is to appoint an Enterprise Development coordinator which will be responsible for the following:
 - i. Develop a contract specific enterprise development plan to improve the targeted enterprises performance in the identified developmental areas which allocates resources and monitors progress in relation to improved performance; and
 - ii. Submit a monthly Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprises performance in the developmental areas. Remedial actions must be included where improvement has not been achieved.
 - g. Progress reports detailing interim values of CPG and comparison to targeted CPG for the contract, as well as an assessment of the ED support should be submitted monthly;
 - h. The CPG value shall include the following:
 - i. Preferential Procurement values;

j. Sub-contracting value for the month

e. Training of Targeted Enterprise(s)

- i Training of the Targeted Enterprise involved in this project is a reportable monthly event in terms of time and cost based on the development Program.
- ii The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

Targeted Enterprise	ACSA CPG:
Qualifying Small Enterprises OR Exempted Micro Enterprises That are 30% Black Women owned OR 51% Black owned	≥30%
Preferential Procurement with HDI	≥10%

f. General

Tenderers must submit transformation proposals that are both achievable and measurable as the successful tenderer will be required to issue comprehensive quarterly reports in response to this tender requirement. The quarterly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives

g. Guideline on Sanctions

The financial sanction shall be calculated as follows:

Financial sanction (penalty levied on contractor) (Rands) = Rand value of CPG offered less Rand value of final CPG attained x (multiplied) by 10%.

C.4 ANNEXURES (Service information)

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

Annexure A: Detailed breakdown of site by Airport Section, Area of work/Surface Type and square meterage:

<u>Area Type</u>	<u>Square Meter</u>
Total Area	220 271
Cleaning Area	220 271
Carpeted Area	7 973
Tiled Area	211 298
Concrete Area	1 000
<u>Area Analysis</u>	
Departure Mezzanine Level	Porcelain
Departure Level, Security check point	Marble
ACSA Offices: OCC IMC Apron AMC	Carpets Tiles in kitchens
Escalator, stairs and lifts,	Porcelain
Baggage Areas	Concrete
TADU	Porcelain
Loading Bridges Chutes	Mondo floor Carpets
Bussing Gates	Porcelain
Pavements Drop and Go	Concrete/Polished
Lower and Upper Road Pavements	Concrete/Polished
Basement Retail Screening	Concrete
All emergency steps	Epoxy
All boarding gates	Mondo floor

Annexure B – Schedule of detailed Resource allocation

1. Ablutions and staff allocation

<i>Terminal Area</i>	Toilet Number	Cubicles Female	Cubicles Male	Urinals	Baby Room	Disabled	Traffic	Staff Day Shift x 2 6am : 6pm Mon – Sun	Staff Night Shift x 2 6pm – 6am Mon – Sun	Total	Comment
ARRIVALS – GROUND FLOOR & FIRST FLOOR & MEZZANINE											
Concourse Area	ABSA	17	8	10	2	2	High	2	2	8	Public
Domestic Arrivals Area	T5	13	7	6	1	1	High	2	2	8	Public
Trolley Management Area	T5	1	1	1	0	0	Moderate	0.5	0.5	2	Non Public
SAA Ablution Area	Mezzanine	2	1	1	0	1	Moderate	0.5	0.5	2	Non Public
Comair Ablution Area	Mezzanine	3	1	3	0	1	Moderate	0.5	0.5	2	Non Public
Sita Core Room	Mezzanine	2	1	1	0	1	Moderate	0	0	0	Non Public (shared resource)
T1 & T2 Ground Floor	Ground Floor	24	19	24	1	3	High	4	4	16	Public
T1 & T2 Mezzanine Floor	Swissport	14	6	12	2	2	High	2	2	8	Public
T1 & T2 First Floor	Border Police	4	3	4	0	1	Moderate	0.5	0.5	2	Non Public
T5 First Floor	T5 Airlines Offices	4	3	3	0	0	Moderate	0.5	0.5	2	Non Public
B -Gates	Ground Floor	1					Moderate	0.5	0.5	2	Public

<i>Terminal Area</i>	Toilet Number	Cubicles Female	Cubicles Male	Urinals	Baby Room	Disabled	Traffic	Staff Day Shift x 2 6am : 6pm Mon – Sun	Staff Night Shift x 2 6pm – 6am Mon – Sun	Total	Comment
<u>DEPARTURES - SECOND FLOOR - LANDSIDE</u>											
Security Checkpoint Ablution 1 (Northern)	SAA Side	6	3	5	1	1	High	2	2	8	Public
Security Checkpoint Ablution 2 (Southern)	Mango Side	6	3	5	1	1	High	2	2	8	Public
ATM Ablution Area 1	Northern	5	2	3	1	1	High	2	2	8	Public
ATM Ablution Area 2	Southern	5	2	3	1	1	High	2	2	8	Public
AMC/IMC/Apron Office	4 th Floor	3	2	1	0	1	Moderate	1	1	4	Non Public including Floors
<u>DEPARTURES - SECOND FLOOR - AIRSIDE</u>											
Domestic Holding Ablution Area 1 – A Gates Northern	A8	4	4	3	1	1	High	2	2	8	Public
Domestic Holding Ablution Area 2 – Central	A9	4	4	3	1	1	High	2	2	8	Public
Domestic Holding Ablution Area 3 – Southern	A12	4	4	3	1	1	High	2	2	8	Public
C – Gates	C GATE	6	3	3	1	1	High	2	2	8	Public
International Departures Out of Africa	OUT OF AFRICA	7	3	6	1	1	High	2	2	8	Public
International Departures ICONS	ICONS	7	3	6	1	1	High	1.5	1.5	6	Public
International Goods Receiving	SECURITY	1					Low	0.5	0.5	2	Non Public

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

- a) All toilets must have toilet registers which need to be signed by ACSA Staff, Supervisors/Manager when doing periodic inspections during each shift.
- b) Time and attendance system must be used to ensure that staff are at their stations at all times.
- c) Toilets in the public areas to be manned at all times until the last flight. Thereafter, deep cleaning activities may commence. Once deep cleaning activities are completed the staff must join the fDeep cleaning activities must be completed by 03h30 each morning where after the toilets must be manned again from 04h00 every morning.
- d) All other toilets to be cleaned at night and maintained every 3 hours on a rotational basis.
- e) All equipment to be stored in designated storerooms/slucie rooms; where these are provided, in areas where no sluice rooms exist, the equipment must not be an obstacle for passenger movement, at all times and not in toilets and public areas.

Annexure C – Service Level Agreement

Operational hours

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

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

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

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

Performance Management

Sample of Incidents, response Times and Penalties:

Key Performance Area	Response times	When	Target	Penalties	Incentives
Attendance of Monthly Meetings by the Site Manager		Monthly	100% must be achieved	R 2 500 per incident	
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	

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 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.*

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

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.

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

Where major deviations (e.g. water leaks), the ACSA Contracts Coordinator/ Supervisor/ Technician/ACSA Client Manager/ IAM Department Manager shall take charge of the supervision of the 'clean up' and ensure sufficient manpower and equipment is available to minimize disruption to airport operations. Where more than one Approved Contractor is in place for Cleaning Services, each 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.

Definition of Work Priority:

- 1 Requests, which are of urgent nature such as leakages, spillages, breakages etc. which require immediate attention.
- 2 Requests, which are routine nature, such as to perform additional cleaning for areas specified in the contract.
- 3 Requests, which are non-urgent nature, such as cleaning of additional areas not specified in the contract.

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

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

Definitions

No	Description	Definitions	Examples
1	Visible Area	Area easily seen by the eyes in a upright and usual motion position for an inspection unit	Table top, floor, wall
2	Non-visible Area	Area not easily seen by eyes and need to put some effort to see for an inspection unit	Behind the pillar, under the table
3	Inspection unit	Group of elements located within a spatial unit	Entrance and lobby, corridor, staircase
4	Element	Items in an inspection unit that are to be cleaned	Door, floor, wall, fixture
5	Dust	Light dust that cannot be seen by eyes	Thin layer of dust particle
6	Dirt	Accumulated dust that can be seen by eyes	Heavy black dust
7	Stain	Dried form of spillage	Beverage stain or other liquid fluid stain
8	Spillage	Accumulated of liquid fluid	Beverage spillage or any pool of liquid
9	Litter	Object / item that is left behind or dropped deliberately / accidentally by human activities	Man-made materials (paper, wrapper, waste)
10	Fixture	Object / item that is securely and usually attached to the wall or ceiling	Gantry, card access reader, fire extinguishers, fire alarm bell, Automated external defibrillator (AED), water taps, soap dispenser, switches, power points, Lan / telephone line
11	Signage	Sign used to provide information	Exit light, direction sign, Directory
12	Display	Items that are usually hang on the wall	Notice board, LCD display, poster / picture
13	Furniture	Movable items or objects	Table, chair, sofa, cabinet, locker, desk, side table, telephone, table-top
14	Planter	Decorative pot of plant	Pot of plant
15	Electrical Appliance	Appliance that are powered by electricity	Projector, PC, laptops, microwave, water dispenser, refrigerator, coffee machine

Sample Performance Evaluation Checklist

a. Performance and compliance monitoring

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

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. .
17. Uniform is not up to standard or acceptable.
18. Does not comply with the laid-down OHS and SANS standards and guidelines.
19. Employees are not in possession of identity cards as required or falsely perform duties of a specific grade, without the necessary qualifications.
20. Employees may not take their t phones to their post without the permission of a supervisor.
21. Employees may not speak to the press, release information or discuss events external to the Employer.

22. Employees not posted according to generic specifications (absent) or staffs not at positions of duty as determined by the job description.
23. Employees fail to report security breaches.

c. Penalty System

- d. 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

e. Meetings and SLA reviews

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

Item	Description	Rating						Comments
1.	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	

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

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

Rating Scale:

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

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

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

Emergency response training and evacuation drill carried out					
Proof of completion/qualification of training provided and training records shared					
Uniforms:					
Proper attire at all times, neat and clean - Uniforms, Personal Protective Equipment					
Reporting:					
Time and attendance system with Sign in / out details					
Communication books maintained and checked by management					
Report defects in the building					
Contractor Senior Manager visits and audit carried out bi-weekly or 6 times per quarter					
Emergency callout response time / Management					
Daily reports shared with the Employer					
Additional:					
ISO compliance where applicable					
Housekeeping/Health & Safety:					
Management attended Spill response training					
Worksite adheres to safety standards - demarcated, etc.					
Sluice rooms kept clean and neat at all times					
Housekeeping rules adhered to - walkways, etc.					
Schedule of tasks and agreements:					
Staff monitoring site 24 hours a day with the correct staff compliment					
Staff to remain on all their posts until relieved					
Control of lost and found items as per procedure					
Designated personnel trained and tested on first aid and fire fighting					
Environmental and Social Policies:					

Is the company involved in social upliftment programmes					
Is the Contractor meeting the Employer's minimum CPG target?					
Does the Contractor continuously assess the impact on the tasks and products being used on the environment					
<u>Scoring</u>					
Total	0	0	0	0	
Previous total	0.00	0.00	0.00	0.00	
Percentage deviation since last review	0.00%	0.00%	0.00%	0.00%	
<u>Additional Comments:</u>					

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

Service Level in relation to Machinery and Cleaning Equipment

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

Defect free liability period Machinery and Cleaning Equipment

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

Penalty scheme for Machinery and Cleaning Equipment

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

This addendum may not be terminated for convenience.

Penalties

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

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

Penalty breakdown

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

Continuous Improvement Program for Machinery and Cleaning Equipment

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

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

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

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

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:			
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action		Accepted	Rejected
Comments		<input type="checkbox"/>	<input type="checkbox"/>
Name	Signature	Title	Date
CONTACTOR 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"/>
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**