



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service

Short Contract (TSSC3)

A contract between Airports Company South Africa SOC LIMITED

and TBC

for **Cleaning & Hygiene Services for a Period of Six (6) Months on a Month-to-Month Basis at King Shaka International Airport**

Contents:	Page No.
Part C1 Agreements & Contract Data	
C1.1 The <i>Contractor's</i> Offer and the <i>Employer's</i> Acceptance	TBC
C1.2 Contract Data provided by the <i>Employer</i>	TBC
C1.2 Contract Data provided by the <i>Contractor</i>	TBC
Part C2 Pricing Data	
C2.1 Pricing assumptions	TBC
C2.2 Price List	TBC
Part C3 Scope of Work	
C3.1 Service Information	TBC
Pro Forma Task Order	TBC
Conditions of Contract	TBC

Documentation prepared by: [End User](#)

C1 Agreements & Contract Data

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

The *Contractor is:*

Name:

Address:

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is: Not Applicable

The percentage for overheads and profit added to the other Defend Cost is: Not Applicable

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

The offered total of the Prices for part of the *service* in Part 1 of the Pricing Data is:
As per the attached price schedule

.....
The offered total of the prices (**INCLUSIVE OF VAT**) is:

(in words)

..... Rand;

R..... (in figures)

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

The offered total of the Prices for part of the *services* in Part 2 of the Pricing Data is:
Refer to attached price schedule.

Not Applicable

Signed on behalf of the *Contractor*

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

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

Signed on behalf of the *Employer*

Name: TBC

Position: TBC

Duly authorised (Y/N): Y

Signature: Date:

C1.2 Contract Data

Data provided by the *Employer*.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name): Address Tel No. Fax No. E-mail address	Airports Company South Africa SOC Limited, King Shaka International Airport , La Mercy drive 032 436 6000 [N/A] [TBC]
14.5	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is: Name Address Tel No. Fax No. E-mail address The authority of the <i>Employer's Agent</i> is	N/A N/A N/A N/A N/A N/A
11.2(5)	The <i>service</i> is	Cleaning & Hygiene Services at King Shaka International Airport
11.2(6)	The Service Information is in	Contained in 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	Start Date to be Agreed Upon Concluding of the Contract
30.1	The <i>service period</i> is.	Six (6) months on a month to month basis.
13.2	The <i>period for reply</i> is	Two (2) weeks
50.1	The <i>assessment day</i> is the	30th / 31st of each month.
51.2	The interest rate on late payment is	The prime lending rate of the Nedbank Bank, as determined from time to time.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to the attached insurance specification and requirements
82.1	The <i>Employer</i> provides this insurance	Refer to the attached insurance specification and requirements
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	Refer to the attached insurance specification and requirements

82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Refer to the attached insurance specification and requirements
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	Refer to the attached insurance specification and requirements
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	Not Applicable
93.1	The <i>Adjudicator</i> is (Name)	The person appointed by the parties from the list of Adjudicators contained below. Either state the name of the person selected & complete the contact details below Or, state: the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him. [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	The current chairman of Johannesburg Advocate's bar council. the Chairman of SA-ICE a joint division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK). (See www.ice-sa.org.za) or its successor body.
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> 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) the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[Johannesburg] South Africa

The person or organisation who will choose an arbitrator

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

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

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

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Add to core clause 20.1:

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

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

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

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

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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

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

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

Z5. Confidentiality

- Z5.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.
- Z5.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z5.3.** This undertaking shall not apply to –
- Z5.3.1.** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z5.3.2.** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z5.3.3.** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z5.4.** The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the *Services* and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. Employer's Step-in rights

- Z6.1.** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within [2 weeks] weeks of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.
- Z6.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Employer* to achieve this end.

Z7. Liens and Encumbrances

- Z7.1.** The *Contractor* keeps the Equipment used to Provide the *Services* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z8. Intellectual Property

- Z8.1.** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z8.4.** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z8.5.** the *Contractor's* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor's* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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

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

Name	Location	Contact details (phone & e mail)
Mr Sam Amod	Gauteng	sam@samamod.com
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.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. Emeka Ogbugo (Quantity Surveyor)	Gauteng	+27 12 349 2027 emeka@gosiame.co.za
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr Errol Tate Pr. Eng	Durban	+27 11 262 4001 Errol.tate@mweb.co.za

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

Data provided by the *Contractor* (the *Contractor's Offer*)

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

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

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[Not Applicable]
63.2	The percentage for overheads and profit added to other Defined Cost is	[Not Applicable]
11.2(4)	The Price List is in	'Pricing Data in Part C2 of this contract. Refer to the attached Price Schedule
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List Inclusive of Value Added Tax]:	
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	Not Applicable

C2 Pricing Data

C2.1 Pricing assumptions

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity/Price Schedule.
2. This schedule covers the items that will be measurable.
3. 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, 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.
4. 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 document.
5. 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.
6. 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.
7. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
8. 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.
9. 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.
10. 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.
11. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
12. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
13. The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
14. Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
15. Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit. No mark up on ACSA issue permits.
16. Before a Permit is issued, a Security Clearance will be done. No permit will be granted to persons who are not in good standing in respect of this clearance.

Bidders to note that any changes in the staff / resources between permit renewal cycles is for the cost of the Contractor.

C2.2 Price List

Refer to attached price schedule.

- Annexure – A Price Schedule

C3: Scope of Work

C3.1 Service Information

Overview

- i. All cleaning and Hygiene work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.
- ii. 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, working at height safety measures etc.
- iii. 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.

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

- a. General cleaning < 2.5M height.
- b. Specialised cleaning
 - i. Auto scrubbing.
 - ii. Deep cleaning of carpet.
 - iii. Deep cleaning of ablutions
 - iv. Deep cleaning / High pressure cleaning
 - v. High access cleaning > 2.5M height.
 - a. Rope access cleaning/abseiling.
 - b. High-level façade cleaning (window / cladding cleaning)
 - c. Ad-hoc cleaning where needed.
- c. Hygiene services;
- d. Cleaning consumables and materials; and
- e. Cleaning machinery and equipment

In general, the scope of work should cover, inter alia; all internal and external, general, specialized and routine cleaning of common areas. Including; floors, tiles, walls, suspended ceilings, lighting, furniture, window cleaning, deep cleaning of sanitary conveniences, washing facilities, kitchens and dining areas, consumables, feminine hygiene facilities, nappy bins as well as cleaning of telephones, IT equipment, carpet cleaning, external cleaning, litter picking, and removal of chewing gum and graffiti, cleaning of furniture, cleaning of signage, high pressure cleaning of outside spaces including pavings, car parks, changing bin liners and emptying refuse bins when full and other periodic cleaning as required.

KSIA	Approximate Square Meterage (m2)										
Airport Section	Floor/Ground Surface Type			Total Area Size	Ablution Facilities			Other Areas of Work			
	Marble/Terrazo/ Ceramic etc	External concrete/ paved/ tarred	Carpets		Female	Male	Unisex	High rise Window cleaning	Lifts/Lift cages	Escalators	High Rise walls, paintwork, cladding etc
Maintenance Buildings	883	6000	529	7412	180	180	5	0	0	0	0
Multi Story Office Block (MSO)	466	0	2124	2590	100	100	25	990	20	0	990
Multi Story Parkade (MSP)	1399	45109	0	46508	36	36	10	200	20	50	2000
Entrance Gates/Guard houses	575	575	0	1150	0	0	50	0	0	0	0
Fire & Rescue	835	0	713	1548	80	80	20	300	20	0	300
Terminal building	67104	8000	7500	82604	1900	1900	400	16000	250	300	11000
Permit Office	67	0	0	67	6	6	0	0	0	0	0
Staff Processing	153	0	0	153	30	30	0	0	0	0	0
Land Side Paved Areas	0	25000	0	25000	0	0	0	0	0	0	0
Car Parks	0	83000	0	83000	0	0	0	0	0	0	0
Total square meterage	71482	167684	10866	250032	2332	2332	510	17490	310	350	14290

NO	Airport Section	Female Toilet Set	Male Toilet Set	Disabled Toilet Set	Baby Change Facility Set	Unisex Toilets Set	Combined Baby Change Facility Set	TOTAL NO. OF ABLUTIONS SETS
1	Multi Story Office - MSO	5	5	5	0	0	0	15
2	Multi Story Parkade	2	2	2	0	0	0	6
3	ARFF Building & Guard Houses	4	4	2	0	0	0	10
4	Maintenance Buildings	3	3	3	0	1	0	10
5	Terminal Building	25	25	22	8	6	0	86
6	Parkings	0	0	0	0	0	0	0
7	Staff Processing	0	0	0	0	2	0	2
8	Guard Houses	0	0	0	0	5	0	5
9	Permit Office	1	1	0	0	0	0	2
	Total	40	40	34	8	14	0	136

No	DESCRIPTION
	Consumables/Materials
1	Hand Soaps - 5 Litre (Premium Quality)
2	Toilet paper per Bale - 1 Ply virgin
	48 Rolls per Pack.
	500 Sheet per Roll as per SABS or SANS Regulations. – SABS 648:1980
	Sheet Size: 100mm x 110mm
	20gsm Paper.
	Single ply Toilet paper
3	Refuse Bags (Clear)
	Large
	Medium
	Small
4	Maslin Cloth
5	400g Roll mutton cloth
6	Microfibre Cloths
	Green - Basins
	Blue - Mirrors
	Red - Bathrooms
7	Microfibre Sleeves
8	Vacuum Bags
9	Gloves (General purpose)
10	Dust Masks
11	Scrubbing Pads (Machines)
12	Urinal Mats
13	Scourers
14	Cleaning Chemicals & Detergents

Conditions

1. Contract Startup will be required to commence immediately after award.
2. All staff will need to comply with ACSA permit requirements.
3. All staff will be suitably attired in an agreed uniform.
4. The bidder must ensure full compliance with labour law and includes,
 - Staff remuneration not less than the minimum rates prescribed in law.
 - Must be compliant with the requirements set out by the KZN bargaining council.
 - Comply fully with the labour relations act.
 - Comply and adhere to any other regulation / law as it relates to the service.
5. Ensure timeous procurement of 3rd party goods and services at all times.
6. Ensure full attendance of staff at all times, the bidder must ensure a pool of relievers are available to ensure staffing levels are met.

Resource Requirements:

The following full-time resources are required to execute the work effectively who will be based on site

Staff Experience:

Qualifications / Requirements of the staff will be as follows:

	RESOURCE TYPE	EXPERIENCE	QUALIFICATION	Minimum Number of Resources
1	Contract Manager / Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Management / Supervisory skills training • Occupational health and safety training 	1
2	Assistant Contract Manager / Assistant Site Manager	Minimum 3 years	A combination of the following: <ul style="list-style-type: none"> • Management / Supervisory skills training • Occupational health and safety training 	1
3	Senior Shift Supervisor	Minimum 2 years	<ul style="list-style-type: none"> • Supervisory skills training • Occupational health and safety training 	3
4	Supervisor	Minimum 1 year(s)	<ul style="list-style-type: none"> • Supervisory skills training • Occupational health and safety training 	8
5	Administrator	Minimum 1 year(s)	Matric	1
6	Auto Scrubber	Minimum 1 year(s)	Certification / training by the equipment manufacturer / supplier	2
7	Carpet Cleaner	Minimum 1 year(s)	<ul style="list-style-type: none"> • Relevant carpet cleaning training • Certification / Training by 	2

				the equipment manufacturer / supplier	
8	High Pressure Cleaning Operator	Minimum year(s)	1	<ul style="list-style-type: none"> • Drivers license • Certification / Training by the equipment manufacturer / supplier 	1
9	Window / High Access Cleaners	Minimum year(s)	1	Working at height training	6
10	Rope access technician	Minimum year(s)	1	Level 1 certification	1
11	Rope access technician	Minimum year(s)	1	Level 2 certification	1

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace. (Note: If for any reason any staff members are replaced. It is the contractor's responsibility to familiarise new staff with the requirements of the service. New staff members will not be considered a valid reason for any decline in service levels).

Legal Requirements

The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation and regulations include but is not limited to the following:

- The Hazardous Substance Act (Act15 of 1973), as amended
- The Environmental Conservation Act (Act 73 of 1989), as amended
- The Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Labour relations Act
- National Building Regulation
- Relevant South African National Standard(s)
- Relevant labour law
- Other relevant legislation
- Other relevant regulation
- Municipal by-laws
- Industry standards and best practise
- Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 - The act imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

Health and safety, the environment and quality assurance

Health and safety risk management

An Occupational Health and Safety File in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be submitted. Work will only commence once the file has been approved by the Safety Manager and a permit to work is issued.

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety department.

The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities.

The *Contractor* shall comply with the health and safety requirements annexed to this Service Information.

Workman's compensation letter of good standing must be aligned to the scope of work or written proof must be provided that employees will be covered given the activities executed in the service.

In addition, the service provider shall ensure the following information is included in the safety file:

- Measures to ensure that application of the chemicals will not in any way harm staff, visitors and the environment.
- Housekeeping measures to be implemented on site by the service provider.

Provide the necessary hoarding, signage, trolleys etc to safely execute works.

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
1	Ceiling area (2.5m and below) which includes: Ceilings, canopies and fixtures and fittings	1.Remove all spots, graffiti and fingerprints on walls, painted surfaces, electric switches, etc. 2. Remove cobwebs from the ceiling and all other fixtures and fittings 3. Wet wipe and dry washable surfaces	No appearance of dirt and fingerprint marks 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	
2	Light fittings, reflectors and diffusers <i>Excluding areas within the 2.5m height threshold that are a safety risk and cannot be performed by a general cleaner</i>	Light fittings, reflectors and diffusers should be cleaned appropriately (surface clean with a special mop for cleaning diffusers) to ensure protection. The process should ensure that the units are free from ingrained dirt, dust and debris and void of all stains and markings	No appearance of dirt, stains, marks and dust-free, shiny and clean at all times	Weekly	Monthly	
3	Floors (Porcelain, ceramic, marble, Mondo, terrazzo, slate/stone and vinyl)	Sweep, scrub. Mop, polish and buff, to maintain high grade and quality of tidiness. All floors to be maintained to manufacturer's requirements and standard. High Gloss Marble polishing to be done continuously.	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	Daily	Floors are to be preferably cleaned by sweeping with a soft broom Floors must be washed with a light duty detergent with an auto-scrubber. Excessive amounts of cleaning solution should be avoided as it may seep between the tiles

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		Concrete floors and pavers High pressure cleaning Hard brush cleaning with single disk machine				affecting both the adhesive and the tile. The clean-solution and the nylon pad should be changed at frequent intervals. All marble and porcelain floors are to be polished to ensure that a constant sheen remains.
4	Internal and External concrete/Grano	Sweep, 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	Daily	
5	Tar/Pavement	Sweep, 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	Daily	

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
6	Carpets/Loose and entry 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 steam clean. Regularly change rain mats (loose carpet to entrance of terminals), remove litter during intervals when no boarding is taking place.</p> <p>Pile lifting of dirt</p> <p>Deep cleaning by wet extraction.</p> <p>Steam cleaning of carpets</p> <p>Maintain to manufacturer's requirements and standards</p>	Maintain the carpets as per manufacturer's guide. Carpets to be clean and stain free at all times.	Daily	Daily	
				1 per week	1 per week	
				1 to 2 per week	1 to 2 per week	
				1 to 2 per week	1 to 2 per week	
7	Stairs	Sweep with dust control mops, wash and mop all floors, burnish with floor machine, deep cleaning, 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	Daily – Maintained continuously	
8	Glass, mirrors	<p>Wet wipe with damp cloth and dry with dry cloth in toilets/washrooms</p> <p>Use glass cleaner on ornamental mirror</p>	No appearance of streak marks, no watermarks, dust free and no hand/fingerprints. Maintain high gloss/shiny finish at all	High density areas must receive constant attention. 2-3-hour intervals	Daily	

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		surfaces	times	daily		
9	Chrome and Brass works	Dust and polish with approved polisher	No appearance of stains and streak marks, dust free with no fingerprints	Weekly	Monthly	
10	Linen (includes Blinds, curtains, linings and drapes) Bed linen will be cleaned weekly when not in use or will be cleaned after every use.	All linen to be washed/dry cleaned, fragranced and ironed. Removal of curtains, linings and drapes and returned to original position after wash.	No appearance of stains, marks, dust free, crease free at all times.	Monthly	Monthly	
11	Furniture (internal and underside) and counters, notice boards, ACSA security desks Furniture includes, but not limited to: Desks, tables, chairs, upholstery/soft furnishing seating and radiators, aircons, shelving, books cases, cupboard interiors and glass displays.	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. No abrasive scrapers or blades to glass & aluminium Feather dust all glass before washing Use Soft mutton cloth or micro fibre cloth M3 stainless steel polish only	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. Follow manufacturer's instructions carefully where necessary.	Daily - 1 per day but maintained continuously	Daily 1 per day but maintained continuously	
12	Blinds	Remove dust and damp wipe with cloth. Dust and steam clean in position	No appearance of dust and stains at all times	Twice per month	Month	
13	Telephones	Dust and wipe with	No appearance	Daily - 1 per	Daily - 1 per	

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
	(Public and office)	damp cloth using disinfectant	of dust and stains at all times	day	day	
14	Lifts, Travellators and Escalators	Cleaning of the following: Balustrades, Landing plate, External stainless-steel escalator housing, lift floors and lift cages Dust, pick up litter, wipe control panels, detail cleaning of elevator floors, clean hand rails and balustrades, clean glass surfaces of escalators and steps. Step cleaning: General cleaning; and Deep cleaning (removal of steps) Note: Chemicals and cleaning equipment to be approved by equipment manufacturers.	No appearance of dust, stains, spillages, marks, fingerprints and grime build-up at all times	Daily - 1 per day but maintained continuously	Daily 1 per day but maintained continuously	
15	Fire escapes	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	Weekly	Weekly	
16	Garbage Bins	Empty and clean/wipe spillages with disinfectant once every shift or when the bin is $\frac{3}{4}$ full. Deep cleaning of terminal bins (clean inside and outside, including the base) by washing, disinfecting, drying and polishing with stainless steel polish. Hosing of auto-bins (clean inside and outside, including the	No appearance of litter around the bin, no spillages, no build-up of grime, no odour coming from the bin at all times	Weekly deep cleaning of terminal bins Daily hosing of auto-bins Daily cleaning of concrete bins (once per shift)		

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
		wheels) by disinfecting and high-pressure cleaning. Cleaning of Concrete bins in line with abovementioned standards				
17	Baggage processing equipment area	Sweep tunnels, under and around the equipment, litter picking and apply prescribed standard for relevant surface	No appearance of dirt and litter around the equipment. Floors to maintain performance measure of relevant floor surface.	Daily - 1 per day but maintained continuously		
18	Public areas, lobbies	Sweep, vacuum and clean glass/Perspex surfaces. Remove waste at security and information counters, pavements, podiums, waiting areas, in order to maintain a high state of cleanliness	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 where applicable, no watermarks and streak marks	Daily - 1 per day but maintained		

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
19	Cleaning of toilets/ablutions, seats and covers, urinal and wash basins, taps, tiles and windows	<p>Clean with disinfectant on a continuous basis.</p> <p>High dust tops of doors, partitions and advertising boards, wipe hygiene equipment, clean doors, partitions and walls, remove stickers/bubble-gum, detail clean edges, corners and skirting.</p> <p>The public toilets must be manned by a cleaner of the same sex;</p> <p>Colour-coded micro-fibre cloths and marked/colour-coded spray bottles to be used for separately cleaning basins, urinal & tiles.</p> <p>Deo blocks/urinal mats or equivalent consumables to be provided to address “smell/odour” issues.</p> <p>Empty bins, clean floors, wash and mop all floors.</p> <p>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.</p>	<p>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</p> <p>Used papers are all in the bins</p>	Daily - Continuously	Daily – Continuously	<p>No abrasive brushes to be used to clean toilet bowls and basins.</p> <p>Taps to be cleaned with SABS approved products to prevent scratching/rusting and dirt build-up</p> <p>Toilets to be deep cleaned after airport operational hours using SABS approved products</p> <p>Urinals to be cleaned thoroughly and cleanliness must be maintained at all times. No handy andy or other ammonia based products to be used on urinals</p>

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
20	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 hygiene equipment, clean behind bowls, wash/disinfect/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, ceilings, remove stickers/gum, detail clean edges, corners and skirting, wipe seat covers, basins and taps, clean mirror. Disinfect waste bins. Include cleaning of disabled toilet and baby room - include baby room chair and changing station. Wash all walls from ceiling to floor including dusting and wiping of ceilings	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	Daily	Weekly	

	Area of work	Cleaning procedure standard/instruction	Performance Measure	Frequency		Special Notes
				High Traffic	Low Traffic	
21	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	2 per month – but maintained continuously	

Uniforms

- 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, disciplines as well as relivers.
- The presentation must include provisions for colder, inclement weather. This includes but is not limited to winter months.
- The bidder must clearly define the dress code for acceptance by ACSA, once agreed the successful bidder must ensure compliance at all times.
- 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.

Transgressions 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. Allows family and friends or any other person to enter the premises without permission, for reasons other than to do business with the Employer or tenants on the premises.
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 speak/chat engage in social media activities to friends or relatives on the telephone or cell phone whilst on their post. Where exception is required under emergency conditions than permission of a supervisor must be obtained.
21. Employees may not speak to the press, release information or discuss events with persons 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.

Meetings and SLA reviews

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

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
1.	Safety and Housekeeping:	1	2	3	4	5	N/A	
	- Safety Warning sign in place							
	- Isolation/cordon/Barricading off area							
	- Warning Signs in place							
2.	Reporting:	1	2	3	4	5	N/A	
	- Reports 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 uniform with company name for identification							
5.	Reliability:	1	2	3	4	5	N/A	
	- Services performed at the correctly at all times with no repeat service failures							
	- 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 and hygiene services to agreed standards							
8.	Systems:	1	2	3	4	5	N/A	
	- System of work in place and aligned to specifications							
10.	Reaction Time:	1	2	3	4	5	N/A	

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
	- Speed of resolving complaints							
11.	Safety Documentation:	1	2	3	4	5	N/A	
	- Submission and updating of Safety Documents							
Total Score:		/ Total						%

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.

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

3.1 Meetings

Risk reduction meeting to be held monthly.

The employer or contractor may request additional meetings as and when required.

3.2 Use of standard forms

- Early warnings
- Compensation events
- Task orders
- Work Requests
- Work Orders
- Service Schedules
- Reports

3.3 Invoicing and payment

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

The *Contractor* includes the following information on each tax invoice:

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

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

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

3.4 Records of Defined Cost

All costs which relate to compensation events must be retained by the service provider for the duration of the contract and must be available for review when required.

3.5 BBBEE and preferencing scheme

Refer to RFP document.

- Published as part of this request for proposal.

4. Requirements for the plan

Refer to attached service information in the following annexures.

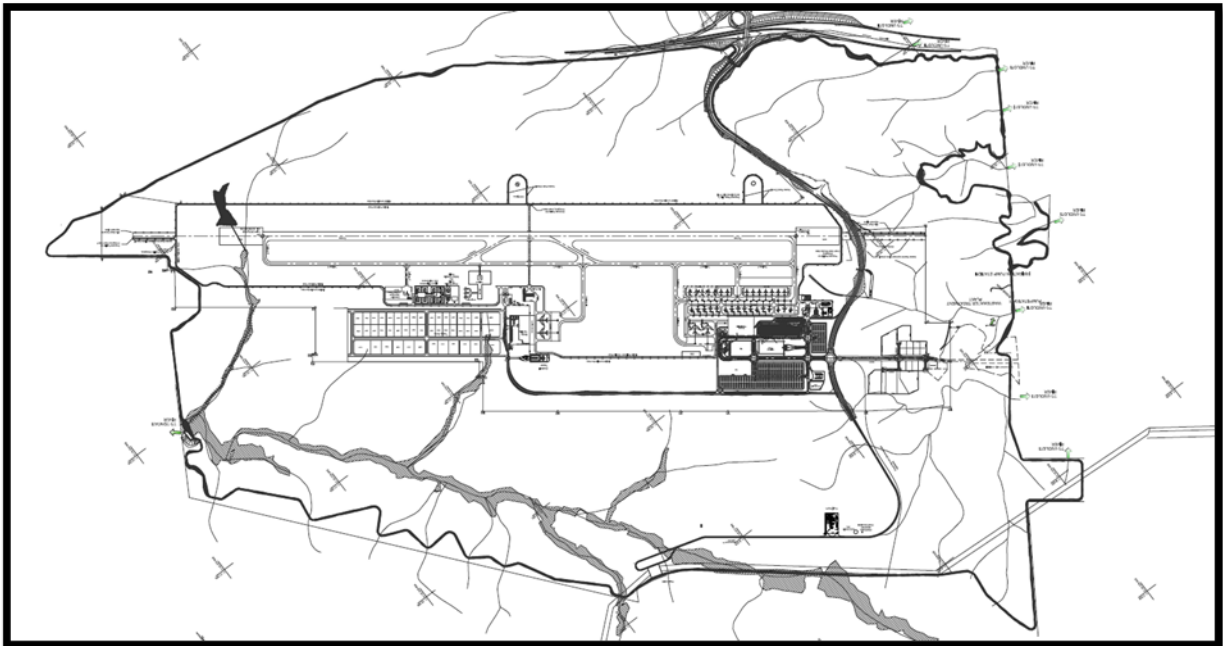
- The contractor will be required to provide a start up proposal and transition plan following award.
- The contractor will be required to develop and implement work schedules for the cleaning & hygiene services which are aligned to the clients requirements and to the satisfaction and approval of the client. Plan to be provided following award.
- The contractor will be required to provide an emergency response plan. Plan to be provided following award.
- The contractor will be required to provide contingency plans to demonstrate ability to maintain service continuity. The plan is to include but is not limited to the following aspects:
 - Labour Unrest
 - Civil Unrest
 - Natural Disasters
 - ACSA exposure to third party service providers
 - Absenteeism

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

Item	Date by which it will be provided
1. Water for the works – Free for operational use.	Ongoing
2. Electricity for the works – Free for operational use.	Ongoing
3. Contractor rest area & offices (Excludes water and electricity). The contractor will be required to pay for use of these facilities but will however be reimbursed at cost (no mark-up). Note: Leased areas are vacant and must be furnished by the contractor. All related costs are for the contractors account.	Upon concluding the lease agreement and relevant processes

6. Property affected by the service

The King Shaka International Airport Site



Task Order (Sample – Actual Documentation May Vary)

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

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

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

Description [•]

Starting date [•]
Completion Date [•]
Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

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

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

(for *Contractor*)

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

(for *Employer*)