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City of Joburg Property Company SOC Ltd.

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Forum 2  
Braam Park  
33 Hoofd Street  
Braamfontein  
2017

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2017

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Fax +27(0) 10 219 9400  
[www.jhbproperty.co.za](http://www.jhbproperty.co.za)

21 November 2013

Your Ref:  
Our Ref: Bila /71/2013

**BILA CIVIL CONTRACTORS (PTY) LTD (BILLA)**  
**26 BAMBANANI INDUSTRIAL PARK**  
**IVORY PARK**  
**MIDRAND**  
**1685**

Tel/Direct: +27 (0)11 261 0241

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Per Hand

ATTENTION: RF BILA

DEAR SIR

**LETTER OF AWARD: PROVISION OF A HOLISTIC (HARD CORE) FACILITY MAINTENANCE SERVICE AT REA VAYA (BUS RAPID TRANSIT) STATIONS- RFP 71/2013**

City of Joburg Property Company SOC Limited ("JPC"), acting on behalf of the City of Johannesburg ("COJ"), has pleasure in confirming award of the tender for the provision of a holistic (hard core) facility maintenance service at Rea Vaya (Bus Rapid Transit) stations, to you upon the following terms and conditions:

**1. GENERAL CONDITIONS OF AWARD**

This appointment is made in terms of JPC's standard general conditions of tenders. This award is made subject to the successful conclusion of a service level agreement between the JPC and Billa and the Service level Agreement between the JPC and the Transport Department of the CoJ to the extent of its relevance.

All previous correspondence, if any, between the two parties in connection with this tender, shall be deemed to be of no force and effect and will be replaced by this letter of award:

**2. SCOPE OF WORK**

The scope of work to be performed is as follows:

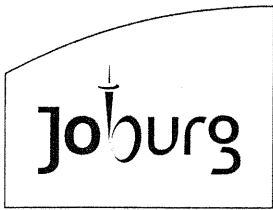
- Repairs and maintenance of the stations in forty eight (48) sites;



JPC227/13: Re-evaluation

Non-Executive Directors: A. Mabizela (Chairperson), LG Msengana-Ndlela, M Vuso, Prof A Nevhutanda, T Hickman, J Mabaso, S Childs, L Itholeng, Dr. D Sekhukhune, H Mashele  
Executive Director: Helen Botes (Managing Director)  
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Registration Number: 2000/017147/07

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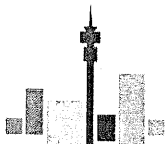
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- Maintenance of the fire protection system;
- Building fabric maintenance (Operational and repair);
- Building fabric maintenance (Programmed refurbishment and repair);
- Equipment maintenance (Operational and repair);
- Equipment maintenance (Programmed refurbishment and repair);
- HVAC (Operational and repair);
- HVAC (Programmed refurbishment and repair);
- Standby Emergency Power;
- Provide Handyman services;
- Provide and maintain Signage. Provide a method statement detailing how work will be carried out;
- Provide a service to maintain all Heating Ventilation Air Conditioning and Cooling systems. Request an air monitoring service;
- Provide access and utilities;
- Develop an asset register of the door components that require a maintenance service;
- Provide a service to replace glass doors if broken;
- Bila must note that the maintenance, repair and or replacement of the corresponding equipment on the buses that operate in conjunction with the equipment on the stations. i.e. the door reading/opening equipment/mechanisms forms part of this tender. The current bus fleet comprises 143 buses. The new Phase 1B fleet will consist of an additional fleet of around 130 buses;
- Provide a maintenance service for all electrical related fittings and fixtures;
- Provide a maintenance service for all mechanical related fittings and fixtures;
- Provide a pest control service, complying with all relevant legislative requirements as well as all relevant client policies, for all pests which can be deemed as preventative, so far as is reasonable;
- Provide client with a schedule and operational methodology for the service that will be operated;
- Provide a preventative pest monitoring service by means of monthly inspections listings;
- Provide a pest control service by responding to any reported infestations and treating, monitoring until infestation is eradicated;
- Ensure chemicals are stored, handled and applied only by registered operatives and ensure compliance with the requirements of the OHS Act;
- Maintain full records of all inspections, monitoring and treatments, including areas, chemicals and personnel;
- Use only environmentally friendly chemicals that have no secondary effect on the environment;
- Provide Locksmith services;



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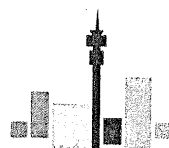
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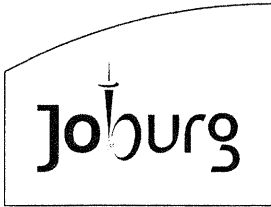
- Provide a method statement detailing how work will be carried out;
- Provide a service to maintain all drop safes;
- Facility management services;
- Provide a facilities management monthly report containing all detail as agreed with the client
- Submit monthly information of outstanding invoices and statement of account;
- Provide sufficient, suitably trained resources to fulfil the requirements of each service. Staff must be trained not only in the necessary technical skills but also to portray excellent customer service techniques. Staff must be equipped and dressed in the appropriate uniforms for the tasks they will carry out
- Provide a chemical management service. Manage all chemicals used to provide the services in strict adherence to legislation;
- Provide Safety, Health, Environmental and quality management services. Ensure compliance with all provisions of the OHS Act and provide advise;
- Provide an environmental management service and adhere to client's environmental policies and procedures;
- Provide and maintain a technical library on site;
- Provide an emergency call-out service;
- Prepare a business continuity and disaster recovery management plan to encompass all services to the client and implement;
- Provide an emergency planning service. At all times adhere to the client's emergency planning requirements;
- Provide risk assessment for all tasks;
- Record and report all metre readings for the facility which should include, water and electricity
- Establish and operate a Help desk. The help desk functions 24/7/365;
- Prepare a help desk centre procedure for client approval;
- Ensure that the help desk system produces PPM, ad hoc and emergency job cards;
- Provide suitable trained and qualified resource to operate the help desk;
- Answer all calls to the help desk within 5 rings and issue reference / tracking number to customer;
- Log all emergency calls and escalate to FM personnel or service providers as appropriate;
- Communicate updates to customers with appropriate information;
- Update help desk system continuously as information is received;
- Ensure that all PMM schedules are captured on the system;
- Provide agreed reports from the FM help desk;
- Cooperate with client and/or independent customer satisfaction survey process;
- Provide a maintenance and repair service for plumbing and drainage installation;
- Provide a PPM schedule and a method statement to the client for maintenance to the plumbing and drainage installations;



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A signature in the middle right.  
Initials 'MSP' at the bottom right.  
Initials 'GPM' at the bottom right.



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- Provide a 24 hour unplanned / reactive maintenance service;
- Respond to rectify all plumbing and drainage failures;
- Call Centre management;
- Generator backup provision. Each station is supplied with on- site back up batteries which have the capability to run the station for approximately 4 to 6 hours during a power failure. However, Bila Civil Contractors will be required to provide 3 (three) additional mobile back-up generators on trailers to meet demand beyond this 4 to 6 hour window.

The power requirements for the larger stations are 9 kVA. Bila must ensure that the backup generators must be rated at 20 kVA and must be able to take the full load in one step.

All back- up generators must be equipped with an electronic regulator.

The output sine wave must be suitable for UPS applications

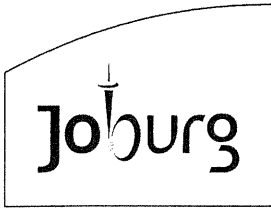
The connector plug on the back- up generator must always be similar and equal to the **Legrand Cat no 587 05 connector plug** that can be plugged into the surface mounted socket (at the station) which is always a Legrand cat no 587 45.

- Monthly reports;
- Annual inspections;
- Annual reports;
- Programmed refurbishment and replacement schedule;
- Provide a building maintenance service for all internal and external fabric, fittings and fixtures;
- Provide a building maintenance service for all electronic related fittings and fixtures;
- Provide an Advisory service to the client for the disposal of structurally unsound improvements;
- Provide and unplanned maintenance service to respond to failures;
- Provide a routine maintenance service to respond to failures;
- Provide emergency maintenance service to respond to failures;
- Conduct site audits and supply recommendations for remedial work where deemed necessary. Maintain up to date results reports;
- Provide a service to identify and recommend required refurbishments and replacements of either whole or part systems / elements;
- Provide a service to assist the client and sub-contractors with full program and project management and refurbishments and replacements;
- Develop a complete material and equipment inventory for the facility on items that form part of the maintenance service;
- Provide a method statement detailing how work will be carried out;



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- Provide a service to ensure continuous power supply to critical equipment and to maintain all generators;
- Establish and implement a planned preventative maintenance (PPM) system for all required maintenance ( including annual PMM Programme);
- Establish and implement a method statement to cover all standby power equipment operation;
- Ensure all maintenance is completed and noted in the individual service manual / log book;
- Provide a service to monitor and top up fuel, oil and water;
- Provide a service to monitor and replace batteries when required;
- Maintain a comprehensive and complete fixed asset list;
- Maintain a comprehensive and complete library of drawings, plans and specifications for FM portfolio;
- **CLEANING SERVICES: PHASE 1A REA VAYA (BRT) STATIONS**

Bila Civil Contractors (Pty) Ltd will provide Seventy Three (73) cleaners.

**THE STATION NAMES, LOCATION, SITES AND SHIFTS ARE AS FOLLOWS:**

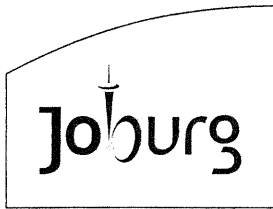
No.	STATION NAMES	LOCATION OR AREA	NO. OF SITES	NIGHT SHIFTS	DAY SHIFTS
		SUPERVISORS		2	2
1	THOKOZA PARK	SOWETO OLD POTCHESTROOM Rd	2	1	1
2	LAKE VIEW STATION	SOWETO OLD POTCHESTROOM Rd	2	1	1
3	KLIPSRUIT VALLEY	SOWETO - KILLER ROAD	2	1	1
4	BOOMTOWN	SOWETO - MOOKI STREET	2	1	1
5	ORLANDO POLICE STATION	SOWETO - MOOKI STREET	2	1	1
6	ORLANDO STADIUM	SOWETO - MOOKI STREET	2	1	1
7	DIEPKLOOF	SOWETO - SOWETO HIGHWAY	2	1	1



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8	NOORDGESIG STATION	SOWETO - SOWETO HIGHWAY	2	1	1
9	GHOST TOWN STATION	SOWETO - SOWETO HIGHWAY	2	1	1
10	MAVUMBI	BOYSENS PAT MBATHA ROAD	2		1
11	WEST GATE	JOBURG - PAT MBATHA HIGHWAY	3	1	2
12	CHANCELLOR HOUSE WESTBOUND	JOBURG CBD - COMMISSIONER STREET	1	1	1
13	CHANCELLOR HOUSE EASTBOUND	JOBURG CBD - MARKET STREET	1	1	1
14	CARLTON WEST BOUND	JOBURG CBD - COMMISSIONER STREET	1	1	1
15	CARLTON EAST BOUND	JOBURG CBD - MARKET STREET	1	1	1
16	LIBRARY GARDENS WESTBOUND	JOBURG CBD - COMMISSIONER STREET	1	1	1
17	LIBRARY GARDENS EASTBOUND	JOBURG CBD - MARKET STREET	1	1	1
18	FASHION SQUARE NORTH BOUND	JOBURG CBD - TROYE STREET	2	1	1
19	FASHION SQUARE SOUTH BOUND	JOBURG CBD - CLAIM STREET	2	1	1
20	JOBURG ART GALLERY	JOBURG CBD - TWIST STREET	2	1	1
21	JOBURG THEATRE	BRAAMFONTEINLOVEDAY STREET	2	1	1
22	CONSTITUTIONAL HILL	BRAAMFONTEINJOBURG - JOUBERT STR	2	1	1
23	OLD SYNAGOGUE EASTBOUND	HILLBROW - SMITH STREET	2	1	1



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24	OLD SYNAGOUGE WESTBOUND	HILLBROW WOOLMARRANS STREET -	2	1	1
25	DOORNFONTEIN CAMPUS	DOORNFONTEIN WOOLMARANS OPP. WITS CAMPUS -	2	1	1
26	ELLIS PARK NORTH	ELLIS PARK WOOLMARANS OPP. JHB STADIUM -	2	1	1
27	ELLIS PARK EAST	ELLIS PARK WOOLMARANS OPP. ELLISPARK STADIUM -	2	1	1
28	NASREC SOUTH	PUBLIC TRANSPORT HUB FNB STADIUM	2	1	1
29	NASREC NORTH	PUBLIC TRANSPORT HUB FNB STADIUM	2	1	1
30	SOCCER CITY	SOWETO HIGHWAY	2	1	1
33	BATH HOUSE	HILLBROW EDITH CAVELL STREET	1		1
34	BASOTHONG	SOWETO HIGHWAY AT FIFTH STREET AND 2ND AVENUE	2	1	1
<b>TOTAL</b>			<b>54</b>		<b>73 (TOTAL NO. OF REQUIRED CLEANERS)</b>

The work covered by this specification includes generally maintaining in a clean and tidy condition the whole of the interior of the buildings, the piazzas, and the interior and exterior surfaces of the glazing in terms of the frequencies laid down.

JPC reserves the right to change the order from time to time to meet its requirements, i.e. JPC may increase or reduce the number of cleaners required on a specific site, including possible rotation of cleaners with different facilities for the duration of the shift, provided that a thirty (30) day notice period will be given where applicable.



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## CLEANING SPECIFICATION SCHEDULE

**Buffing/Spray Cleaning:** The buffing of the floor with a slow or high speed buffing machine, spray buff as per floor type, and a red buffing pad. For ultra speed machines a pink eraser pad may be used.

**Damp Wipe:**

The wiping of a surface with a damp cloth and the selected chemical where the surface is cleaned this way, smear marks of dust or grease is not acceptable after completion of damp wiping.

**Descal/Decalcify:**

The descaling of basins, showers, taps toilets and urinal on a daily basis by using a slightly acid toilet chemical cleaner and a non-scratch sponge to wash all water areas. This is in accordance with the national unit standard in toilet cleaning: Clean and maintain toilets and urinals.

**Disinfect:**

The disinfection, after cleaning. A Sodium Hypochlorite Solution may be used. (Biocide D, Sintol sachets, Jik).

**Dust Removal:**

The wet or dry method of removing dust without getting it airborne and moving it to other areas. Damp wiping, vacuuming, dust sweeping.

**Dust Sweeping:**

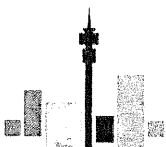
The removal of dust on a floor with a dust sweeping tool

**Cloth:**

The cloth is disposed of after both sides had attracted the dust. Dust levels are contained and the small particles that cause abrasion on floors are kept to the minimum. Indoor quality is thereby also improved since dust is moved before becoming airborne.

**Light Scrub Vinyl blue:**

The scrubbing of vinyl floor with a slow speed machine and a pad with neutral detergent. This removes the small scratches, the floor is then spray buffed or a coat of polish is applied (high traffic areas). The floor is thus maintained without having to strip

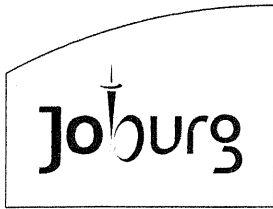


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and seal when not necessary.

Polish Glass:

The glass is shined and all finger and other marks removed.

Polish Lift Door:

All doors, hand panel areas and lift tracks are polished. All finger marks and other dirt to be removed.

Polish Metal Fittings:

The correct polish (Brasso etc) for the metal is applied and the item shined to a high gloss.

Removals of Spillages:

Refers to the immediate removal of any type of spillage that may occur in the building. Coffee, cool drinks, water chemicals etc. in case of a person being injured (Blood spill) or a person being sick (vomit) or any other body secretions, spill will be cleaned using "Universal Precaution" method.

Remove Finger marks:

The removal of finger marks from glass and other surfaces on a continuous basis.

Shoe Mark Removal:

The removal of shoe marks with a degreaser. All stairs, doors cable racking, desks cabinets and skirtings.

Spot Clean Carpets :

The daily removal of spots on carpets. An applicable spot remover should be used.

Spot Clean Upholstery:

The weekly removal of spots from all chairs and upholstery.

Spot Mopping:

An appropriate spot cleaner for upholstery must be used.

Vacuum:

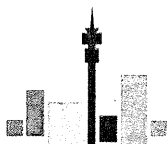
The vacuuming of all carpets and upholstery. Vacuum cleaners with a hepa filter ensuring a 4 level filtration must be used. Upholstery vacuumed once a week. A vacuum cleaner with a beating action should be used in the carpeted area, in the boardroom and offices.

Wet Mopping:

The mopping of the area, with a clean mop.

Wipe Down:

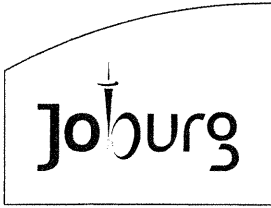
The wipe down with the correct cloth and chemical of an item or Area. A different colour cloth to be used for toilet cleaning.



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Ensure that no smear marks or dirt are left behind.

Induction Assessment:

The employee induction sheet must be signed by each employee and accompany the Contract on the day of Bila Civil Contractors (Pty) Ltd commencement. The information must be accurate; failure in this regard will be a transgression of this Contract. This is applicable to all permanent and relief or temporary staff of the contract cleaner. When cleaners go on leave must ensure that all relieve staff are inducted in the same manner and that their signed sheet is on site, available for inspection.

Uniforms:

All Bila Civil Contractors (Pty) Ltd employees to be dressed in the appropriate company uniform. Nametags must be worn at all times and must be clearly visible.

Universal Precaution:

Refers to a method of infection control in which all human blood and other potentially infectious body fluids are treated as if known to be infectious for HIV and HBV. The cleaner will therefore use the protection of latex gloves if available otherwise a clean plastic bag over the hand secured with an elastic band at wrists when cleaning this spill.

Refuse Removal are:

Refuse bags must be provided by Bila Civil Contractors (Pty) Ltd

## STAFF

Staff Development:

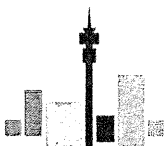
A work schedule and job description per cleaner, per floor area must be given.

## PROVISION OF WASHROOM CONSUMABLES:

Bila Civil Contractors (Pty) Ltd must provide toilet paper and hand soap.

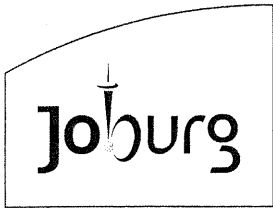
## CHEMICALS

Bila Civil Contractors (Pty) Ltd shall only use chemicals in compliance with safe environmental policy. MSDS sheets of all chemicals used by the Tenderer must be on site and available for inspection at all times. Adequate chemicals for the cleaning operation must be on site and available to the cleaning



JPC227/13: Re-evaluation

Non-Executive Directors: A. Mabizela (Chairperson), LG Msengana-Ndlela, M Vuso, Prof A Nevhutanda, T Hickman, J Mabaso, S Childs, L Itholeng, Dr. D Sekhukhune, H Mashele  
Executive Director: Helen Botes (Managing Director)  
Company Secretary: V. Morgan  
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Registration Number: 2000/017147/07



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staff at all times. All chemicals must be SABS approved.

Only CLEAR disposal bags may be used for security reasons. Chemical containers must be clearly marked and label must correspond to the chemical inside. No unmarked bottles of chemical may be on site at any time.

### CLEANING EQUIPMENT

Bila Civil Contractors (Pty) Ltd shall supply adequate equipment to deliver a world-class cleaning service. The equipment must be in a good working order at all times. An Electrical Register must be kept and signed once a month after the inspection of all electrical cleaning equipment. The serial number, type and model of the equipment must be indicated. The equipment must be kept clean and stored in the designated areas.

### EQUIPMENT AND MATERIALS

Bila Civil Contractors (Pty) Ltd is expected to provide all equipment and materials, including floor polishers, vacuum cleaners, furniture polish, toilet deodorizer blocks, and other machines which may be required in the execution of the contract together with ladders and other special equipment for the full and proper execution of the work to the cleaning specification, including deep cleaning where required

Inspection register for equipment must be kept and checked on a monthly basis.

### STAFF IDENTIFICATION

The Tenderer must issue all cleaning staff with, uniform and identity cards bearing their names and photographs which must be produced to the Security Staff of any stations before entering the stations.

Bila Civil Contractors (Pty) Ltd staff must comply with the security requirements of JPC as well as the Occupational Health and Safety Act 1993.

### INSURANCE

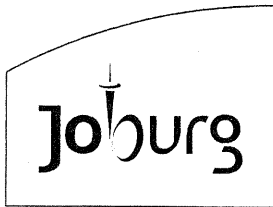
In addition to any insurance required to be held by Bila Civil Contractors (Pty) Ltd in terms of the Compensation for Occupational Injuries and Diseases Act (30/1993) the company must be



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fully insured against all accidents, loss or damage arising out of the execution of any work, including all third party risks.

Bila Civil Contractors (Pty) Ltd hereby indemnifies and shall keep JPC indemnified throughout the existence of the Contract against all claims by third parties, the Tenderer's own employees or employees of sub-contractors to the tenderer resulting from the operations carried out by the Tenderer under this Contract.

Certificate with COID registration number from the Compensation Commissioner certifying that Bila Civil Contractors (Pty) Ltd is in good standing with the Fund, must be furnished by the Tenderer within twenty-one days of the date of notification of acceptance of tender.

Bila Civil Contractors (Pty) Ltd will be required to sign an agreement on which he ensures JPC that all work is performed in terms of the Occupational Health and Safety Act as well as to the requirements of JPC. This agreement is available from the Building Manager and must be signed before commencing with any work.

Bila Civil Contractors (Pty) Ltd shall provide satisfactory proof of all insurances.

Bila Civil Contractors (Pty) Ltd shall be required to make good, at his own cost, any damage of whatever nature caused to any JPC facility arising from his operations under this Contract.

## CLEANING HOURS AND ROUTINE

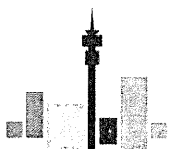
Except where otherwise specified or required, all the cleaning services will be carried out between the hours of 05:00 am to 13:00 pm for the morning shift and from 13:00pm to 21:00pm for the evening shift Monday to Sunday. On Saturday and Public Holiday it is from 06:00 am to 18:00 pm, which makes up a single shift.

Special arrangements outside the scope of work to be done in writing.

Bila must describe, in detail, how cleaning will be undertaken on a typical eight (8) hour shift, that is, what routine will be followed by its employees.

## TOILETS

Due to the fact that Rea Vaya (BRT) stations are used by the staff on daily basis, it is expected of Bila Civil Contractors (Pty) Ltd to make sure that the toilets are continuously cleaned at all times, and to make sure that toilet paper roller are refilled regularly every day.



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The Tenderer are required to submit full details of how they will keep the toilet clean all times.

Tenderers are not allowed to charge members of the public a fee for using the toilets.

### **CLEANING MATERIALS AND SUNDRIES**

JPC will not be responsible for supplying toilet paper and hand soap, and the Tenderers will be responsible for replenishing these items, therefore the items must be quoted for and included in their tender price. (A total number of 1008 toilet papers will be required per month).

It is essential that the tenderers use only chemicals which have been approved by JPC for sanitizing and disinfecting. Samples must be delivered in the original packaging on request and will be retained for future comparison, marked and labelled with Contract number and description.

Samples of chemicals to be submitted with original packaging.

### **SUPERVISION**

The cleaning staff must be supervised at all times whilst work is in progress.

### **STAFF EMPLOYED**

The staff complement that will be provided for cleaning operations must be stated by the Tenderer. Supervisors and cleaners must be indicated separately. The total number of cleaners required per station as indicated above.

### **CONTROL OF DAY STAFF**

All cleaning staff shall fall under the control of their Supervisor and their Supervisor will report directly to JPC nominated official.

All cleaners must wear a distinctive uniform or overall while on duty.

Bila Civil Contractors (Pty) Ltd will be required to show how they will ensure that there is a number of the cleaners per shift all the time.



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## REMUNERATION

Staff must be paid no less than the statutory wages as specified by the Department of Labour.

## REMOVAL EMPLOYEE

JPC reserves the unconditional right to request the Bila Civil Contractors (Pty) Ltd to remove any employee from its team if JPC is of the opinion that such person is a security risk or that the conduct of such person is detrimental to JPC and its business.

## PENALTIES AND FINES

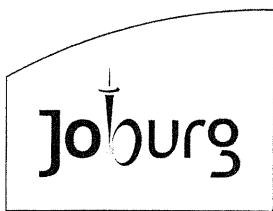
Should any service in terms of this Contract not be rendered, or rendered below the tendered standard, a penalty shall be applicable as prescribed in the Service Level Agreement. Such penalty(s) may be recovered by deducting it from any amounts owing to the tenderer once the process of investigation has been finalized in terms of the Services Level Agreement.

Where the Station Contractor, in the sole opinion of the JPC fails to discharge its obligations to the JPC pursuant to the Agreement, the jpc may either impose fines on the Station Contractor according to the following schedules, without in any way limiting the JPC's right to enforce any or all of its remedies for breach of the Agreement as contemplated in the Agreement.

### Fines:

The fines will be imposed on the Station Contractor by the JPC according to a "*demerit points system*". The Parties shall agree in writing on the monetary value of each point, according to the relevant system period (start up, consolidation, regular, etc) for each semester. During the first four months, each point will be equal to one day's fee, calculated by dividing the monthly fee by the number of days in a month. . Fines will be deducted from the next scheduled payment.

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**Points Grading System:**

LEVEL	DESCRIPTOR	DESCRIPTION
1	Insignificant	Little negative impact on system operation or image
2	Minor	Affects reliability and convenience of passengers and system reputation
3	Moderate	A compromise on service quality and system credibility
4	Major	Major event requiring urgent attention, threatens system integrity
5	Unacceptable	Breach the contract

Each month, in accordance with the **Evaluation Table**, the overall quality of the services rendered by the Station Contractor to the JPC pursuant to the Agreement ("the Station Contractor Services") will be evaluated by the City in general terms as being Excellent, Good, Average, Poor or Extremely Poor.

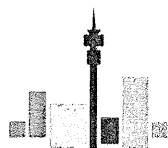
If during any period of two continuous semesters, the Station Contractor Services are evaluated by the JPC as Poor and/or Extremely Poor for three or more months, this will constitute a breach of the Agreement by the Station Contractor.

If during one month Station Contractor Services are evaluated by the JPC as Excellent and/or Good, the fines to be paid to the JPC by the Station Contractor during the following month shall be reduced by 50% and 20% respectively.

The following table will be used to evaluate the general performance of the Station Contractor as described in this Schedule.

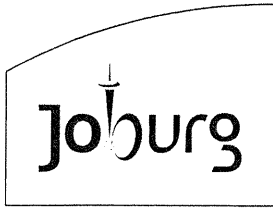
**Evaluation Table**

LEVEL	DESCRIPTION
Excellent	Less than 25 points
Good	26 to 50 points
Average	51 to 75 points
Poor	76 to 101 points
Extremely Poor	More than 101 points



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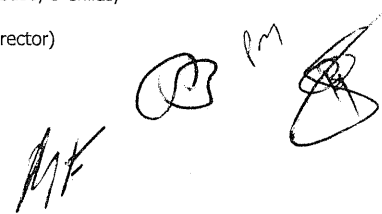
### ADMINISTRATION

The Station Contractor is obliged to manage its administrative affairs in a competent manner, maintaining proper records to demonstrate compliance with the terms and conditions of the Agreement and all applicable legal requirements.

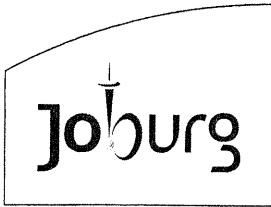
Performance indicator	Measure / Description	Contract Reference	Fine Points
Provide information in a timely manner according to terms set by the JPC	Each incident of failure to deliver information required by the JPC in a timely manner according to the contract conditions.	24, 25, 29, 30, 35	3
Provide access to JPC inspectors and representatives	Each incident of refusal of access to JPC's inspectors, to conceal information or to provide partial or erroneous information.	13, 24, 25, 35	3
Notify JPC of cessation and delegation to obtain permission	Cede services or delegate services without prior permission	26	Breach of contract

### CLEANLINESS FINES:

Stations in the system are designed to a common standard according to set designs which are identified with the system branding and image. All Stations must be cleaned in compliance with the highest quality standards. The Station Contractor must ensure Station cleaning programs are designed and adhered to in order to deliver such high standards at all times. The following performance indicators are deemed to form part of the Agreement. Failure by the Station Contractor to clean in accordance with proper Station standards will be penalized as follows:







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Performance indicator	Measure / Description	Contract Reference	Fine Points
Station Contractor complies with cleanliness program and keeps proper records	Fails to keep proper Station cleaning records showing history of defects and repairs	16 and Schedule 2	3
	Fails an audit of defect reporting procedure and action taken	16 and Schedule 2	3
	Denies and/or obstructs access of JPC staff to cleaning records, including the employment records of the cleaners	16, 24 and Schedule 2	3
Stations are clean inside and outside	Ramps, Entrance, booths lobby and turnstiles area not clean and tidy	16 and Schedule 2	4
	Passenger platform (dirt on floors, ceilings and windows dirty) – except for what is reasonably expected to occur during rainy seasons	16 and Schedule 2	1
	Exterior of Station dirty – more than is reasonably expected to occur during daily service	16 and Schedule 2	1
	Staff toilet in less than perfect cleanliness conditions	16 and Schedule 2	1
Stations are safe for passengers in respect of passenger appointments	The minimum number of cleaning procedures not followed by the Station Contractor.	16 and Schedule 2	3
To strictly adhere to instructions from the Control Centre during in-service	Each incident where any member of the cleaning personnel fails to obey instructions given by the Control Centre.	16 and Schedule 2	3



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*M-F* *P.M.* *[Signature]*



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Performance indicator	Measure / Description	Contract Reference	Fine Points
operation			
Communications and security procedures equipment	The use of unauthorized electronic equipment by the employees (cell phones, walkman, etc.) or the operation of unauthorized sound equipment inside the Stations, or the reading of any announcement not authorized by JPC or the Control Centre	16 and Schedule 2	2
	Lack of cleaning devices during procedures or not allocated in the correct working places	16 and Schedule 2	3
Cleanliness of the booths area	Dirt in the work zone, system room and toilet.	16 and Schedule 2	1

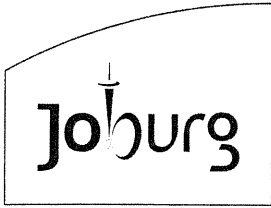
### 3. TIME FRAMES

Bila Civil Contractors (Pty) Ltd shall commence with the work on **01 December 2013** and complete on or before **30 November 2016**.

You are to advise timeously of any difficulties that you may be experiencing in carrying out any of the deliverables. Any changes to the specified timeframes may only be implemented if authorised in writing by JPC.

### 4. PAYMENTS TO BILA CIVIL CONTRACTORS (PTY) LTD

As full compensation to **Bila Civil Contractors (Pty) Ltd** for full and complete performance of the work and compliance with all the terms and conditions of this agreement. JPC shall pay Bila Civil Contractors an amount of **R33 497 966.40 (Thirty Three Million Four hundred and Ninety Seven**



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Thousand Nine Hundred and Sixty Six Rand Forty Cents), Including VAT and Excluding Cleaning, tissue and hand soap fees charged at R14,45 per hour, per cleaner, R9,00 per toilet paper/ hand soap . The final price is subject to negotiations.

## 5. PAYMENTS

5.1 Payments shall be effected against Service Provider invoice within Thirty (30) days after invoice and statements.

5.2 The tax invoice shall contain at least the following information:

- Project Number
- Project address where services took place
- Monthly payments for the amount on the invoice if applicable

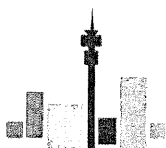
5.3 Invoices must be submitted to:

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JPC will not be liable for any additional costs incurred by Bila civil Contractors (Pty Ltd through whatever cause, unless JPC has specifically instructed the Service Provider to incur such costs due to a substantial and material change to the scope of the project which has been caused by an act of omission on JPC' part.

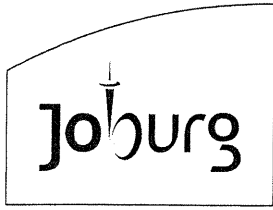
## GENERAL CONDITIONS OF APPOINTMENT

1. **Appointment in Force and Authorized Signatories:** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.
2. **Independent Contractor:** The consultant is appointed as an independent contractor and no contract of agency and/or employment is created. Save as may be expressly authorized by JPC from time to time in writing, the consultant shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.
3. **Alterations:** Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.



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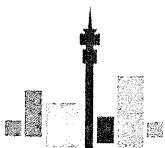
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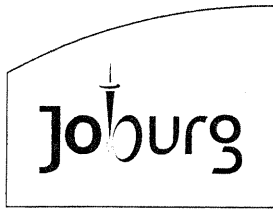
4. **Assignment:** The Consultant shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.
5. **Sub-Contracts:** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Consultant shall be made only with the prior written consent of JPC.
6. **Compliance with Laws, By-laws and Ordinance:** The consultant shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the consultant may be subject in its professional capacity. In this regard, the consultant's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).
7. **Insurance:** The consultant shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.
8. **Postponement and Termination:** JPC may give written notice to the Consultant at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than thirty (30) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Consultant shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the consultant shall deliver to JPC the originals of all documents in the possession of the consultant relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.
9. **Force Majeure:** The Consultant shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Consultant to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Consultant, or failing agreement, shall be referred to arbitration in accordance with clause 20.
11. **Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.
12. **Confidentiality:** The consultant shall maintain all information relating to the appointment in the strictest confidence.



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13. **Indemnity:** The consultant indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Consultant shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the consultant to JPC is approved by JPC such approval shall not limit the professional liability of the consultant in respect thereof. The consultant shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Consultant shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Consultant charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
17. **Royalties:** The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
18. **Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Consultant by JPC or purchased by the Consultant with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Consultant shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC
19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the consultant in the course and scope of its appointment shall be and remain vested in JPC for which purpose the consultant cedes to JPC all such copyright.
20. **Settlement of Disputes:**
  - a. Any dispute or difference arising out of this appointment, including those considered as such by only one of the parties, shall be finally settled by Arbitration.
  - b. Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act (Act No. 42 of 1965, as amended from time to time), provided that:
    - i. The arbitration proceedings shall take place at Johannesburg.
    - ii. It shall not be compulsory to strictly apply the requirements of the law of procedure or procedure of the usual rules of evidence.



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L Itholeng, Dr. D Sekhukhune, H Mashele  
Executive Director: Helen Botes (Managing Director)  
Company Secretary: V. Morgan  
City of Joburg Property Company SOC Ltd  
Registration Number: 2000/017147/07

Handwritten signatures and initials: MAF, B, PM, and a large signature.



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- iii. The arbitrator shall be a practicing senior advocate as appointed by the chairman of the Johannesburg Bar Council.
  - iv. The arbitrator shall be entitled to call for the evidence of specialists as required by the nature of the dispute.
  - v. The decision of the arbitrator shall be final and binding on both parties and may be made an order of a competent court
- c. Unless otherwise requested by JPC, the implementation of the project shall, despite the submissions of a dispute to arbitration, in no manner be suspended or in any way delayed by the consultant.

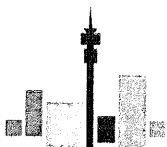
## 21. EVENTS OF DEFAULT AND CONSEQUENCES

21.1 An event of default on the part of the Service Provider shall occur if:

21.1.1 the Service Provider defaults in the performance of any of its obligations of in terms of or arising from this agreement, and fails to remedy such default within 07 (Seven) days of receipt of a written notice from JPC calling upon it to remedy such default;

21.1.2 the Service Provider continuously fails to perform or under performs any obligation/s in terms of or arising from this agreement, including but not limited to the rendering of services at appropriate service levels, which non-performance or under performance shall be consistent with the inference that the Service Provider is unable or unwilling to perform such obligation/s in terms of the provisions of this agreement; and

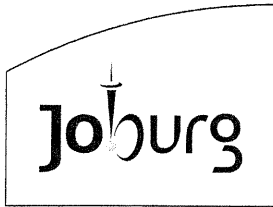
21.1.3 the Service Provider commits an act, which would amount to an act of insolvency as envisaged in the Insolvency Act, 1936, as amended.



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M...  
D...  
P...  
S...



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- 21.2 Upon the occurrence of an event of default as contemplated in 21.1 above, JPC shall be entitled to cancel this agreement forthwith, without prejudice to its rights to claim damages, or any other rights, which JPC may have in law or in terms of this agreement.
- 22.3 An event of default on the part of JPC shall occur if JPC defaults in the performance of any material obligations in terms of or arising from this agreement, and fails to remedy such default within 7 (Seven) days of receipt of a written notice of demand from the Service Provider calling upon it to remedy such default.
- 22.4 Upon the occurrence of an event of default as contemplated in 22.3 above, the Service Provider shall be entitled to cancel this agreement forthwith, without prejudice to its rights to claim damages, or any other rights, which the Service Provider may have in law or in terms of this agreement.
- 22.5 In the event of the termination of this Agreement for whatsoever reason before the expiry date, JPC shall be responsible for all Fees payable to Bila Civil Contractors (Pty) Ltd for services actually rendered and duly certified by the Project Manager;

Please advise in writing by **Monday, 25 November 2013** if you accept the appointment on the above mentioned terms and, if so, furnish the following information within Fourteen (14) days:

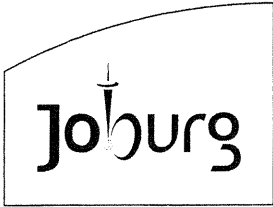
- (i) The name and address to be used for all correspondence and payment purposes. Payment is made directly, electronically into your bank, so please provide us with your banking details;
- (ii) The name of the Partner/Director who will be handling the assignment; and
- (iii) The names of the key personnel together with their designations and functions who will be engaged in the project.
- (iv) Project Plan and Approach



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- (v) Roll out and implementation Plan
- (vi) Proof of insurances
- (vii) Time frames

Please note that the material developed/generated as a consequence of this appointment remains the sole property of the City of Joburg Property Company SOC LTD and the City of Johannesburg, and that copyright for such material vests solely with JPC. Permission is therefore to be sought from JPC should any party wish to make use of the information generated as part of the project.

You will be required to sign a service Level agreement with the company for rendering the services stated above. Terms and conditions will be communicated to you in due course. Please contact the Project Manager: B Gowrie Sunker (Jay) on 010 219 9163 or jsunker@jhbproperty.co.za to make an appointment at your earliest convenience.

Please note that this appointment is subject to a successful conclusion of a service level agreement between JPC and Bila Civil Contractors (Pty) Ltd.

**Signed for and on behalf of City Of Joburg Property Company SOC Ltd**

**Name: Helen Botes**

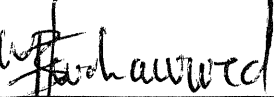
**Title: Managing Director**

**Signature:** 

**Date:** 29-11-2013

**Name: Imraan Bhamjee**

**Title: CFO**


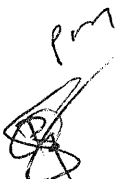
**Signature:** 

**Date:** 29/11/13

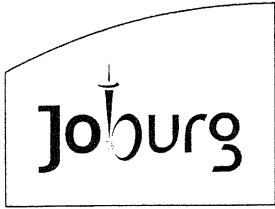


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Name: B Gowrie (Jay) Sunker

Title: Executive Manager: Facilities Management

Signature: [Signature]

Date: 29/11/2013

Name: Prudence Mathebula

Title: Supply Chain Manager:

Signature: [Signature]

Date: 29-11-2013

Signature on behalf of Bila Civil Contractors (Pty) Ltd

Name: RICHARD VAN BILA

Title: Managing Director

Signature: [Signature]

Date: 29/11/2013



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