



REQUEST FOR QUOTATION FOR THE APPOINTMENT OF WASTE MANAGEMENT CONTRATOR FOR A PERIOD OF SIX (6) MONTHS AIRPORTS COMPANY SOUTH AFRICA (ACSA) SOC PTY LTD – CAPE TOWN INTERNATIONAL AIRPORT

RFQ Number: : CIA RFQ 71988

Issue Date : Friday 02nd February 2024

Closing Date : Wednesday 14th February 2024 at 14:00 (via email)

Last Day for Request of Clarity : Monday 12th February 2024 at 15:00

Compulsory Briefing Session : Thursday 08th February 2024 at 10:30 (MS TEAMS)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzUzNjg3OGMtYmNINi00YjM2LTg4ZTgtNTdlOWU0MTI1MGRI%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22c41c4fd7-2cc9-414e-84e7-17bf022cf989%22%7d

Bidding Company Name	
Representative Name	
Signature	
Date	



Email address	
CSD	MAAA

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

Submission of Quotations

The email subject heading containing bid documents must have RFQ number and the RFQ title. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the quotation pack must be initialled or stamped with the bidder's stamp as proof that the bidder has read the quotation pack. Quotation pack must be submitted on or before **closing date and time Wednesday 14th February 2024 at 14:00** using the following method either,

1.1.1. Email submissions:

The quotation pack must be sent to the following email address below:

kamaal.allom@airports.co.za

Quotations must be in an electronic copy of the quotation pack. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.

Bidders must ensure that the subject line for email submission is the RFQ Number and RFQ Title

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each.
- Bidders are requested to submit all quotations in the format instructed, no other format will be acceptable.

Alternative Quotations

As a general rule, Airports Company South Africa only accepts quotation which have been prepared in response to the RFQ . However alternative quotations will be accepted provided the alternative quotation is accompanied by the original quotation response which materially complies with the specifications of this RFQ. Alternative quotations will also be evaluated using the pre-determined evaluation criteria stipulated in this RFQ document.

1.3 Late Quotations

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



1.4 Clarification and Communication

Name: Kamaal Allom

Designation: Buyer

Tel: 021 937 1368

Email: kamaal.allom@airports.co.za

Request for clarity or information on the RFQ may only be requested on or before closing date and time Monday 12th February 2024 at 15:00. Any responses to queries for clarity sought by a bidder will also be sent to all the other entities which have been invited to the Request for Quotation/Information invitation. Bidders may NOT contact any AIRPORTS COMPANY SOUTH AFRICA employee on this RFQ other than those listed above. Contact will only be allowed between the successful bidder and AIRPORTS COMPANY SOUTH AFRICA Business Unit representatives after the approval of a recommendation to award this RFQ. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this RFQ.

1.5 Compulsory Briefing

Compulsory briefing as below details

Briefing/Site Inspection Session Requirements	Detail
Date	Thursday 08 th February 2024
Time	14:00
Microsoft Teams Link	
Access to Restricted Area, Cargo, Airside, Terminal	Yes
Documentation, e.g. ID, Passport, Temporary Permit, etc (note: Driver's License will not be acceptable)	
Personal Protective Equipment, Safety boots	



1.6 RFQ Responses

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

1.7 Disclaimers

It must be noted that Airports Company South Africa may:

- a) Award the whole or a part of this RFQ;
- b) Split the award of this RFQ;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the RFQ to a bidder other than the highest scoring bidder where objective criteria allows;
- e) Reject the lowest quotation submission received; and/or
- f) Cancel this RFQ.

1.8 Validity Period

AIRPORTS COMPANY SOUTH AFRICA requires a validity period of thirty 120 business/working days for this RFQ. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where AIRPORTS COMPANY SOUTH AFRICA would accommodate a proposal to change the price.

1.9 Confidentiality of Information

AIRPORTS COMPANY SOUTH AFRICA will not disclose any information disclosed to AIRPORTS COMPANY SOUTH AFRICA through this RFQ process to a third party or any other bidder without any written approval from the bidder whose information is sought.

Bidders may NOT disclose any information given to the bidders as part of this RFQ process to any third party without the written approval from AIRPORTS COMPANY SOUTH AFRICA . If the bidder requires to consult with third parties on the RFQ, such third parties must complete confidentiality agreements, which should also be returned to AIRPORTS COMPANY SOUTH AFRICA with the quotation pack.



1.10 Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za



SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

SECTION 3: EVALUATION CRITERIA

1. DESCRIPTION OF THE WORKS

1.1. EMPLOYERS OBJECTIVES

The contractor will manage and remove waste at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to Environmental, Health & Safety and Aviation related legislation.

Includes waste collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate landfill/disposal/recycling/repurposing site(s). In addition, Cape Town International Airport is also committed to the reduction of pollution resulting from its activities as well as improving its environmental performance through adopting and implementing sustainability principles. This comprehensive waste management service will aim to ensure significant reduction of its negative impact to the environment. This is also in line with our Environmental Management Policy.

The Cape Town International Airports aim is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables which is in line with its policy requirements.

The key objectives for this programme are to:

- Sort, store, transport, recycle waste in line with legal requirements.
- Ensure reduction of waste transported to landfill/disposal site(s).
- Ensure that there are sufficient facilities for handling and disposal of waste within the airport.
- Ensure that the Airport's waste is disposed of in a responsible manner, i.e., at approved landfill/disposal sites.
- Supplying of 800+ 240 litre wheelie bins for the site
- Ensure that waste streams do not result to a nuisance to Airport users.
- Ensure scalability of monetary amounts payable depending on waste generated per month.

Continuous improvement efforts will be undertaken to minimize waste upstream and sortation at source methodologies. This could necessitate the diversion of waste streams during the course of the contract. The Service Provider will be monitored and measured on towards zero waste to landfill (percentage diverted from landfill).

1.2. TYPE OF WASTES

The Airport(s) generates general, hazardous waste and recyclables. The categories include:

• General Waste

- Wet/Liquid
- Waste food generated from the airport precinct.
- Solid waste from the airport precinct.
- Textile waste (Clothing, discarded uniforms etc.)

• Hazardous Waste

- Galley waste
- Oily rags
- Solvents / sludge
- Paint containers and used oil cans.
- Liquids, Aerosols and Gels (LAGS)
- General solid hazardous waste. (Multiple classifications)
- General liquid hazardous waste (Multiple classifications)
- Infectious waste (Related to illness/virus/diseases)
- Hydrocarbon waste
- Septic tank/sewer waste

• Recyclables

- Plastics
- Paper
- Oil
- Metal
- Food Waste
- Fluorescent tubes
- Batteries
- E-waste
- Other

1.3. WASTE GENERATION - GEOGRAPHIC AREAS

Waste is generated in the following areas:

- Terminal Building/Service yards
- ACSA airside areas/Aprons
- ACSA landside areas/Security Kiosks
- Airport Oval Office Building
- Cargo Division
- Car Rental Area
- Fire Station
- Maintenance Workshop Area
- Baggage Halls



1.4. OPERATING HOURS

Airport operating hours are on average from 04h00 to 24h00, seven (7) days a week.

Staffing will have to be provided from 06H00 — 18H00 7 days a week. Staff operating hours to be in line with Labour Law.

Note: The contractor will need to make allowance to ensure satellite bin areas exposed to the public are clean and presentable when airport operations commence at 04h00.

1.5. PERSONAL PROTECTIVE CLOTHING AND MEDICALS

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 Manager.

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

1.6. SUPERVISION AND MANAGEMENT

- The service provider will ensure that a suitably experienced and qualified manager is appointed to manage the service.
- The service provider will ensure that site supervision is carried out by competent suitably qualified and experienced personnel. (Site based)
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

In the event of a person being replaced the *Contractor* must inform the *Service Manager* prior to the replacement and also submit an amended Resource Proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

1.7. COLLECTIONS

The Service Provider will manage the collections required for all waste streams. Collections will be made at a suitable frequency to ensure good housekeeping is maintained in all waste areas. Areas that are



exposed to passengers will be the first to be collected in the morning. These areas will be pointed out to the appointed service provider.

Transport and logistics to handle the requirements relative to the transportation of waste products must comply and or exceed all the relevant SANS codes applicable to Dangerous Goods as promulgated under relevant legislation. This includes emergency information, placards, signage etc. required to be carried for the transportation of dangerous goods. The service provider must ensure vehicles used have valid permits to transport waste.

The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment.

The service provider must make provision for driving/operating personnel to achieve the required service level.

Note: The specification is to be read in conjunction with the site-specific activity schedule annexed to the tender documents.

1.8. FOREIGN OBJECT DEBRIS (FOD) ANALYSIS

FOD removal shall take place daily and will be sorted and the individual contents analysed, documented and photographic evidence saved.

Note: The specification is to be read in conjunction with the site-specific activity schedule annexed to the tender documents.

1.9. SORTATION BAILING AND STORAGE FOR TRANSFER

Access to the Waste Facility to be controlled at all times. No unauthorised persons shall be allowed to enter / make use of the site without the required approval.

The service provider will provide the necessary equipment, tools, labour, drivers and supervision to carry out the required works.

Provide the following equipment:

- Suitable sorting table(s) for the sortation process.
- Suitable sorting rack(s)
- Suitable bailing machine(s).



- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale(s) to weigh waste.
- Suitable containers/storage units for the various waste streams.
- Suitable Skip(s)
- High pressure cleaning equipment.
- Vehicles to meet service levels.
- Odour control unit – ozone machine.
- Any other equipment not mentioned above but required to meet the service level requirement.

Services

Provide labour to perform the following activities:

- Receive, separate and sort waste accordingly into the various waste streams generated.
- Bailing/preparation of recyclables/non compactible waste streams and loading into designated containers/storage areas.
- Maintaining adequate stock of clean wheelie bins for rotation to all Landside, Airside, Terminal and satellite areas.
- Compacting of waste for landfill disposal.
- Cleaning of all equipment and wheelie bins.

Ensure good housekeeping standards are achieved and maintained.

Equipment will need to be maintained according to manufacturer specifications, with calibration conducted as per manufacturer requirements, and records available on site for inspection.

The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.

Note: The specification is to be read in conjunction with the site-specific activity schedule annexed to the tender documents.



1.10. TRANSPORTATION AND DISPOSAL

The service provider will provide for the transportation from the airport transfer area to all approved disposal and recycling/re-use sites.

The service provider will provide for all costs related to the safe disposal and recycling at approved sites.

The service provider is to ensure written agreement is reached with disposal sites that are permitted to legally carry out disposal activities in line with their permit approvals.

The service provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of ACSA generated waste.

Note: The specification is to be read in conjunction with the site-specific activity schedule annexed to the tender documents.

1.11. RECYCLABLES

The service provider will provide a monetary return on recyclables at the agreed/negotiated rates and terms.

The service provider is to ensure written agreement is reached with recycling sites that are permitted to legally carry out recycling activities in line with their permit approvals.

The service provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible recycling of ACSA generated waste.

Diversion of waste streams

ACSA seeks to contract service provider(s) who will provide innovative solutions which will achieve the following goals:

- Zero waste to landfill.
- Improving on ACSA's carbon footprint
- Improving on ACSA's environmental footprint
- Improving on recyclables
- Generating revenue from recyclables



ACSA intends on implementing initiatives such as waste beneficiation, anaerobic digestion, composting of food waste, recycling of hydrocarbons and or any other form of recycling/repurposing that will lead to the successful achievement of these goals.

1.12. NEW WASTE STREAMS

The service provider is encouraged throughout the contract to identify new recyclable waste streams to divert waste from landfill. Where new streams are identified ACSA will enter into negotiations with the appointed service provider with a view to reach a mutually beneficial agreement between ACSA and the service provider.

In the case where more favourable disposal and recycling sites are identified by ACSA through the term of the contract, ACSA reserves its right to divert such waste streams excluding it from the provision of this service.

1.13. EQUIPMENT

All equipment must be kept clean and in good condition, and maintain equipment in accordance with the Original Equipment Manufacturer (OEM) requirements.

1.14. DOCUMENTATION

The following documentation must be provided by the appointed Service Provider:

i) Disposal Sites permits / licenses.

Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations.

The Service Provider must notify ACSA of all waste disposal sites to which the waste is being transported to and disposed off. The Service Provider must notify ACSA in writing within 30 days of any changes to these sites. ACSA must approve the sites before being transported and disposed of at the respective sites.

ii) Waste Reports

Reports are submitted within the first seven days of the new month.



The monthly report must include:

- Waste volumes
- Waste categories
- Recyclable volumes
- Landfill site(s) used and registers.
- Recycler(s) used.
- Non- compliance issues
- Waste manifest documents
- Safe disposal certificates
- Site access control – Record of persons entering the work area. (Temporary permits)
- Analysis of FOD waste generated on airside (class, type, photographic evidence)
- Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies)
- Monthly report that confirms review and suitability of safety file, risks, treatment and work method.

The report must be submitted in a user friendly and in a compatible format agreed by ACSA upon award.

Signed copies of Waste Manifest Documents must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of the National Waste Management Act, Act 59 of 2008.

Safe disposal certificates to be attached to the report.

Weigh bills: Where waste receptacles are transported directly to the disposal site (i.e., where waste has not been combined with waste from other companies), weigh bills shall be issued by the Waste Disposal site or treatment facility. These shall be submitted to ACSA with the corresponding Waste Manifest Document.

The weekly report must include:

- Waste volumes
 - Recyclable volumes
- Represents actual waste generated in real time.



Information and other things

During the duration of the contract, the *Contractor* will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to the *Employer* at the end of the *Service Period*. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Data bases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

1.15. OCCUPATIONAL HEALTH AND SAFETY PLAN

An Occupational Health and Safety Plan 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 plan has been approved by the Safety Manager and a permit to work is issued.

1.16. EMERGENCY RESPONSE PLAN

The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, flood, fires, bombs, industrial action /unrest etc.) that will be documented and available on site.



The above plan must include emergency response and a spill containment plan.

Adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Proof of such training material must be available on site at all times.

The emergency response plan shall be simulated within 7 days of commencing with the contract. The appointed service provider shall ensure that all requirements including training is implemented to carry out the simulation.

Further, simulation will take place on an annual basis where findings and observations from the simulation shall be carried through in the form of lessons learned, refresher training and updates to the emergency response plan.

1.17. WASTE OPERATIONAL AND MAINTENANCE PLAN

The contractor is to provide ACSA with a Waste Operational and Maintenance plan for the site operations.

ACSA will provide the awarded service provider with relevant plans and procedures to compliment the plan developed by the service provider.

The Department of Environmental Affairs reserves the right to conduct scheduled Audits and the contractor is to ensure compliance as per the outcome of these audits.

The contractor is to ensure that they implement an Environmental Management System aligned with ISO14001, latest revision.

1.18. CONTINGENCY PLAN

The contractor is to provide ACSA with contingency plans demonstrating ability to maintain continuity of service that will cover but is not limited to the following aspects:

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Staff turn over (How will replacement of resources be managed)
- High levels of absenteeism.



- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)
- ACSA's exposure to disposal and recycling sites.
 - ACSA is not adversely affected by any changes made by the sites.
 - ACSA is not adversely affected by the contractor changing the site they utilise for disposals and recycling.
 - ACSA is not adversely impacted by increased tariffs charged by these facilities/3rd parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted.

1.19. 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 includes but is not limited to the following:

National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc. This service must be in full compliance with this Act.

Section 28 of NEMA places a legal "duty of care" on all people and a 'polluter-pays-principle, the service provider will be required to comply with all NEMA requirements.

The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.

Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 also 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.



1.20. INCIDENTS

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.

All environmental incidents must be reported to the Service Manager and subsequently to the Environmental Manager in writing. Records of the above must be kept on site at all times.

1.21. INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.

The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

1.22. REPORTING

Weekly reports with applicable statistics.

Monthly report, with all the documentation mentioned above. This shall include proof of equipment maintenance, and calibration. A maintenance schedule must be submitted together with this proposal.

Annual reports. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to ACSA's satisfaction.

Final integrated report at the end of the contract period. Final report to be submitted in an electronic format as well as a hard copy. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to ACSA's satisfacti

1.23. INVOICING

Invoices will be itemized per the price schedule.



When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

The *Contractor* shall address the tax invoice to ACSA and include on each invoice the following information:

- Name and address of the Contractor and the Employer;
- The contract number, Blanket Purchase Order Number and contract title;
- Contractor's VAT registration number;
- The Employer's VAT registration number;
- Description of service provided for each item invoiced based on the Price List;
- Total amount due invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Duly completed signed payment certificate

All payments shall be made by electronic transfer into the *Contractor's* bank account.

The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this

Agreement, then, at the *Employer's* option, the Service Provider shall either issue a credit note for

The net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer*.

1.24. ENABLEMENT PROVISIONS

Provided by ACSA



- Waste sortation and bin storage area located in the service yards.
- Waste satellite stations
- Water – Free for use due to operational needs (Metered to track consumption)
- Electricity – Free for use due to operational needs (Metered to track consumption)

Provided by the contractor

- Supervision and management
- Equipment, tools and machinery to discharge the service

All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

- Labour as required
- Weigh scale to track quantities of waste generated, sorted and disposed. (ACSA intends interfacing Building Management System (BMS) software to the scales to track and monitor waste quantities. ACSA intends creating this interface when viable to do so.)

MANAGEMENT MEETINGS

Contract performance meetings (Risk Reduction Meetings) will be set up from time to time between the *Contractor* and the *Employer's Service Manager*. The scheduling of these meetings will be at the discretion of the Employer.

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

The meetings will be conducted formally. The *Contractor* needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be



recorded and distributed to the *Contractor* electronically for record keeping and actioning of the agreed activities.

The meetings may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, + Risk register, Early Warning and compensation events	Monthly (day and time to be agreed)	Cape Town International Airport	<i>Employer and Contractor and others as and when required</i>

Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a risk register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

1.25. INTERPRETATION AND TERMINOLOGY

- **Access Control:** Ensure controlled access to dedicated waste areas at all times. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval. An access register must be available on site.
- **External Audit:** Ensure compliance to all SLAs for the purposes of ACSA's scheduled audits by External Auditors.



- **Disposal duties:** Dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.
- **Landfill operator:** Audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.
- **Monthly Checks:** The Employer will perform monthly assessments of the Contractor's activities for the adherence to applicable legislation.
- **Proof of Safe Disposal Before Payment:** Provide proof of safe disposal each month (certificates of safe disposal) for all hazardous waste loads taken off site, as well as waste manifest documents for all general waste and recycling / recovered slips for recycled / recovered material. Proofs must be attached to all service entry sheets and invoices.
- **Recovery / Recycling:** Ensure that all types of waste that can be recovered / recycled are indeed recovered / recycled eg. all types of plastic, fluorescent tubes and lights, electronic equipment, food waste etc. and should continually strive to recycle all waste streams received.
- **Reporting:** Provide a monthly report, together with waste management statistics of all waste mass (kg) for all classes of waste along with all paperwork (safe disposal certificates, waste manifest documents etc.) in electronic format and hard copy. Also require daily analysis of FOD (Foreign Object Debris) collected from the airside – to be reported separately on a daily basis.
- **Scales:** Maintain scales according to manufacturer specifications, with calibration conducted as per requirements, and available on site.
- **Spill and Clean Materials:** Provide adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Such training material must be available on site at all times.
- **Wheelie Bins:** Provide wheelie bins that are for designated areas or types of waste (airport specific).
- **Water Conservation:** Contractor must apply strict water conservation measures throughout operations.



2. GENERAL SPECIFICATIONS

All work shall conform to all relevant SANS standards, OHS ACT regulations, environmental legislation and all other legislation that might be relevant to this Contract and the execution thereof.

- The contractor will weigh or measure the volume of waste being collected from Cape Town International Airport and issue Cape Town International Airport with the weigh bill for the full quantity of waste before it leaves the site.
- The contractor will ensure that ACSA receives safe disposal certificate for all waste that is disposed of.
- Comply with Section 23, 24 & 25 of the National Environmental Management Waste Act (NEMWA.)
- The contractor will ensure that all necessary tools, equipment and consumables required for the execution of the works are always available on site to execute the works.
- The contractor needs to provide transportation for all staff to their designated workplaces.
- The contractor will conduct daily inspections of all areas of responsibility.

Environment

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

At no time shall the Contractor:

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard.
- Other requirements are included in the SHE Specification documentation attached.

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Management meetings



The Contractor will be expected to attend meetings as far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports

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

Waste minimization, recycling and disposal information. All in line with requirements set out elsewhere in the specification.

The contractor shall keep copies of all reports for the contract duration. All reports shall be in a format as agreed with the Service Manager.

Permits

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that the Contractor will have no claim against ACSA in the event that a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security



Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tool's permit	All persons taking cell tools to airside	ACSA Security

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

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation. This includes waste related permits and certificates where applicable to this contract.

Health and safety requirements and procedures

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

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

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

All persons on company premises shall obey all health and safety rules, procedures and practices.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the Occupational Health and Safety Act prescribes



certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

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

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

- All airside areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

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

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Airports Company South Africa premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use.

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

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



The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

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

1.1. Evaluation Stages

AIRPORTS COMPANY SOUTH AFRICA will use pre-determined evaluation stages when considering received quotations. Price and BEE, Objective Criteria

During the evaluation of received quotation packs AIRPORTS COMPANY SOUTH AFRICA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents may be disqualified from the RFQ process.

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

A list of mandatory returnable documents must be consolidated to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information AIRPORTS COMPANY SOUTH AFRICA will only consider bidders which have:

Refer to SECTION 4 below for a list of mandatory documents and form

1.2. Functionality / Technical Evaluation

Functionality Evaluation Criteria



Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

- 1) **Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 50 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.**

Functionality / Technical Evaluation

FUNCTIONALITY

- ACSA CTIA requires an Integrated waste management service provider with 10+ years of experience. <10 years Zero points, 10 years 25 points, > 10 years 50 points.
- Reference: <5 Zero points, 5 References 15 points, >5 References 25 points.
- Site based Contract manager with 5+ years of experience. < 5 years of experience Zero points, 5 years of experience, 15 points, > 5 years of experience 25 points.

Functionality breakdown

Criteria Description	Minimum threshold	Maximum Threshold
Company Experience	25	50
Company References	15	25
Contract Manager	15	25
Total points	50	100

Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE



1.3. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, etcetera.

2. SECTION 4. RETURNABLE DOCUMENTS AND FORMS

Mandatory Returnable documents

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed and fully signed form of offer as er pricing	
SBD Forms	
Letter of intent from proposed landfill disposal and recycling sites that will accept waste streams (Proof of agreement and relevant permits will be requested at award stage) ○ From general waste landfill, unless this stream is repurposed. If repurposed/remediated, the repurposing/remediation entity shall issue letter of intent. ○ From hazardous waste landfill, unless this stream is repurposed/remediated. If repurposed / remediated, the repurposing/remediation entity shall issue letter of intent f ○ From recycling facilities for the various waste streams included in the scope of this service	
Proof of waste management license must be submitted with the bid. Approvals/registration documentation confirming ability conduct waste management services in line with the scope of work issued by the local authority.(e.g.: City of Cape Town Municipality	
Valid waste transporter certificate. Proof of registration for transporting hazardous/ dangerous substances in terms of the National Road Traffic Regulations, Hazardous Substance Act and applicable local authority by laws. (Driver and assistant certification must be provided upon award	
Compulsory Briefing session	



Other Returnable Documents and information

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>BEE Certificate or Sworn BEE Affidavit</i>	
<i>SARS Tax Compliance Status – CSD Unique Number (ACSA will not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors / Trustees / Members / Shareholders and Senior management – CSD Unique Number</i>	
<i>Declaration of Politically Exposed Persons in Section 4</i>	
<i>Verifiable Medical Certificate or Report as proof of disability</i>	

4.1 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this bid remains valid for the duration of the contract period (in the event where any of such document expires an updated document must be submitted). The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.



BIDDER'S DISCLOSURE AND POLITICALLY EXPOSED PERSONS DECLARATION FORM

Making a Declaration

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

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

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

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



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

Full name of the bidder or representative
of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding
entity

VAT Registration number of the bidding
entity

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number



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

Declaration:

I/We the undersigned _____ (Name)
herby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder



SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

Date

.....

Position

Name of bidder



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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) The _____ preference point system will be applicable to this bid

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference.



- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
PREFERENCE	
Total points for Price and Preference must not exceed	

- 1.5 Failure on the part of a bidder to submit proof of Preference supporting documents together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.6 The ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.

2. DEFINITIONS

- (a) **B-BBEE** broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **Bid** a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of works, goods or services, through price quotations, advertised competitive bidding processes or proposals
- (c) **BBBEE Act** Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)



- (d) **EME** Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- (e) **Functionality** the ability of a bidder to provide works, goods or services in accordance with specifications as set out in the bid documents
- (f) **Prices** includes all applicable taxes less all unconditional discounts
- (g) **Proof of B-BBEE status level of contributor** B-BBEE Status level certificate issued by an authorized body or person
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
Any other requirement prescribed in terms of the B-BBEE Act
- (h) **QSE** a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- (i) **rand value** the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid



4. POINTS AWARDED FOR PREFERENCE

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for being in accordance with the table below:

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of Preference must complete the following:

6. PREFERENCE CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 Preference: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of audited Shareholders Certificated, the BEE Scorecard, or Sworn BEE Affidavit.

Specific Goals	Score	Bidder's Score
	20	
51% owned by Black male and/or Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

(Tick applicable box)

YES		NO	
-----	--	----	--

What percentage of the contract will be subcontracted _____ %

The name of the sub-contractor_____

The Preference of the sub-contractor_____

Whether the sub-contractor is an EME or QSE (**Tick applicable box**)

YES		NO	
-----	--	----	--



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)



Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedtic.gov.za/industrial development/ip.jsp](http://www.thedtic.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

- 3. Does any portion of the goods or services offer have any imported content? (Tick applicable box)**

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	



Other	
-------	--

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTIC must be informed accordingly in order for the DTIC to verify and in consultation with the AO/AA provide directives in this regard.



LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF RFQ NO. CIA RFQ 71988

ISSUED BY: (Procurement Authority / Name of Institution):

NB:

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdtic.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D.

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**

Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.



I, the undersigned, _____ (Full names),
do hereby declare, in my capacity as _____ of
_____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.



- (f) I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**SECTION 5 PRICING SCHEDULE / FORM OF OFFER**

Pricing Schedule

Refer to MS Excell attachment

Declaration:

I/We the undersigned _____ (Name)
herby certify that the information furnished in this bid submission is true and correct. I declare that
I am duly authorised to act and sign on behalf of the bidding company. We further certify that we
understand that where it is found that we have made a false declaration or statement in this RFQ
submission, ACSA may disqualify our bid or terminate a contract we may have with ACSA where
we are successful in this RFQ process.

Signature

Date

Position

Name of bidder



DECLARATION FORM

Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below

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

Full Name	Identity Number	Personal Reference Number	Income Reference Number	Tax



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

Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder



DECLARATION OF FORBIDDEN PRACTICES

I/ We hereby declare that we have not been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/ We declare that to the best of my/ our knowledge there is / are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on _____ of _____ 2024.

Name: _____

Designation: _____

Signature: _____



ACCEPTANCE OF RFB TERMS AND CONDITIONS

TO: Supply Chain Management Office
Airports Company South Africa SOC Ltd.

Bid Reference No: **RFQ 71988**

1. Bidder's Name and Contact Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the appointment of an waste management contract for a period of 6 months at Cape Town International Airport.

- We acknowledge that ACSA's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder/s,
- We have read, understand, and agree to be bound by the content of all the documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA's Bid Adjudication Committee decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete, and correct.



- This Proposal is specific to this project only; it has no impact, influence, or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

Thus done and signed at		on this the		day of		2024
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



CERTIFIED B-BBEE CERTIFICATE

(Bidder to attach Certified BBB-EE Certificate from approved certification agency)

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or a copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female 11 shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

Signed

Date

Name

Position

Tender



AIRPORTS COMPANY
SOUTH AFRICA



AIRPORTS COMPANY
SOUTH AFRICA

**Registration to the National Treasury's Central Supply Database**

The tenderer / bidder shall provide a printed copy of the Active Supplier listing on the National Treasury Central Supplier Database. (www.treasury.gov.za) In the case of a joint venture(JV), the bidder shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. Bidders who are not registered on the Central Supplier Database and should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture. It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. Airports Company South Africa reserves the right not to award tenders to prospective suppliers who are not registered on the Database

SIGNED ON BEHALF OF TENDERER:



Letter of Good Standing

A valid letter of good standing for general building works as issued by the Department of Labour or the Federated Employers' Mutual Assurance Company (FEM) document

The bidder needs to be registered and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993)

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, ACSA reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by ACSA, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

SIGNED ON BEHALF OF TENDERER:

Registration to the CIDB – N/A

Construction Industry Development Board (CIDB)



The bidder's CIDB registration number must be included with the tender. Airports Company South Africa will verify the bidder's CIDB registration during the evaluation process.

(a) The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard of Uniformity in Construction in Procurement (May 2010) as published in Government Gazette No 31823, Board Notice 11 of 2009 of 30 January 2009. (See www.cidb.org.za)

(b) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **1 EP** or higher class of construction work, are eligible to have their tenders evaluated.

© verification of CIDB registration and status - Clause F.2.1.1 of the Conditions of Tender – "Eligibility", requires a tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a EB class of construction work. Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website

<https://registers.cidb.org.za/PublicContractors/ContractorSearch>.

(d) Joint Ventures are eligible to submit tenders provided that;

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the **1 EP** or higher class of construction work; and

(e) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Tender offers will only be accepted if:

(f) The Bidder is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time;

(g) The Bidder or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

SIGNED ON BEHALF OF TENDERER:

Valid Tax Clearance Certificate

A valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.



In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, Airports Company South Africa reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by ACSA, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by ACSA

SIGNED ON BEHALF OF TENDERER:

Joint Venture Agreement

(Bidder to attach agreement/Memorandum of understanding between the parties.)

Indicate the type of tendering structure by marking with an X where applicable

Unincorporated Joint Venture (registration number for each member of the JV)	
Incorporated JV	

Please complete the following:

Name of lead partner/member of JV	
-----------------------------------	--



CIPC Registration Number (for each individual company /JV member)	
VAT Registration number (for each individual company /JV member)	
CIDB Registration number (for each individual company /JV member)	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS – ANNEXURE D

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.



SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

1.1 Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

1.1.1 Contract Works

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

1.1.2 Public Liability

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

1.1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;



- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

ACSA PERMIT PRICING – N/A



AIRPORTS COMPANY SOUTH AFRICA

NEW PERMIT PRICES AS FROM T: 01-Apr-18 31-Mar-19

Permit Type	Duration		Current Price	NEW PRICE
PERSONAL PERMITS				
Personal permanent permits	6days-2years		236,00	270
Per Icon			66,00	70
Personal temporary permits	2-5 days		236,00	270
Personal visitors permits	1 day		236,00	270
VEHICLE PERMITS				
Vehicle permanent permits	1 year		1 076,00	1141
Vehicle add-on fee	1 year		5 105,00	No increase
Vehicle temporary permits	1 - 3mths		282,00	300
Prorated add-on fee	1 - 3mths		1 370,00	1452
Vehicle temporary permits	3 - 6 mths		560,00	595
Prorated add-on fee	3 - 6mths		2 737,00	2900
Vehicle temporary permits	1-3 days		130,00	138
Vehicle temporary permits	4-30 days		282,00	300
Reprint of Vehicle Disc			130,00	138
Change of Registration			130,00	138
Contractors Vehicles 1- 3 Months			490,00	520
Contractors Vehicles 4 - 6 Months			975,00	1035
Permanent Contractors Vehicle Permit	1 year		1 865,00	1975
PARKING PERMITS				
Staff Parking	1 year		90,00	95
Taxi Parking	1year		90,00	95
LOST/DAMAGED PERMITS				
1st lost Personal permit			530,00	560
2nd loss personal permit			855,00	905
3rd loss personal permit			No issue	No issue
ACSA 1st lost Personal Permit			280,00	300
ACSA 2nd lost Personal Permit			585,00	620
ACSA 3rd lost Personal Permit			No issue	No issue
1st damaged permit			425,00	450
2nd damage permit			535,00	570
3rd damaged permit		No issue	No issue	No issue

ACSA AIRPORT INDUCTION PRICING-N/A

ACSA TRAINING ACADEMY

Revised cost and increase wef. 1 April 2019

COMPONENT	Course Cost excl VAT w.e.f. 1 April 2019	Course Cost incl VAT w.e.f. 1 April 2019
Practical Airport Radiotelephony and Airside Competency Course (PARTAC)	R 2 695,00	R 3 099,25
SAFETY		
Airside Induction	R 518,00	R 595,70
Airside Induction Refresher	R 362,00	R 416,30
Airside Vehicle Operators Permit (AVOP)	R 518,00	R 595,70
Airside Vehicle Operators Permit Refresher(AVOP)	R 362,00	R 416,30
REPRINT CERTIFICATES	R 104,00	R 119,60



CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Includes price quotations, advertised competitive bids, limited bids and proposals.

Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)



in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I, certify, on behalf of:

that: (Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.



8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



BRIEFING SESSION FORM – N/A

This is to certify that:

Bidder Name _____

Attached a briefing / site inspection meeting which was held

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: _____

Designation: _____

Signature: _____

Date: _____



CERTIFICATE OF INCORPORATION



SAFETY FILE REQUIREMENT – N/A

All bidders must submit a safety file for approval by ACSA safety department 14 days prior to the commencement of work – below please find a list of all the documentation required for a complete safety file in Annexure C

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



10. GSR 9 First Aider
11. CR 24 & EMR 9 Electrical Tool Inspector
12. CR 29(H) Fire Fighting Equipment Supervisor
13. CR 23 Construction Vehicles & Mobile Plant Operator
14. GSR 13 Ladder Inspect
15. Portable (Hand) Tool inspector
16. CR 16.1 /SANS 085 Scaffolding Inspector
17. CR 28 (a) Stacking and Storage Supervisor
18. HCS Supervisor (HCS Regulations)
19. OHS 19 SHE Committee Members
20. OHS 17 Health & Safety Reprehensive



CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

If a Party is required to disclose confidential information as contemplated in this clause, such Party will:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2024.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2024.



BIDDER'S DISCLOSURE

3. PURPOSE OF THE FORM

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

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

4. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract?
YES/NO

- 3.3.1 If so, furnish particulars:

.....
.....

4 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

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Signature

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Date

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Position

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Name of bidder