



Request for Quotations for the Provision of Waste Management Services for Three Month Period at King Shaka International Airport for Airports Company of South Africa.

Airport : King Shaka International Airport

Tender Number: : RFQ27056

Issue Date : 15 December 2021

Closing Date : 20 January 2022- 16:00pm

Site Session Date and Time : N/A

Venue : N/A

Issue: 1

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SECTION 1: INSTRUCTIONS TO BIDDERS

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFQ documents

Tender was emailed.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. 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 bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted **on or before 20 January 2022 at 16:00pm** using the following method

1.1.1. Tender box: N/A

The Tender box is located at:

1.1.2. Email submissions:

The bid documents must be hand emailed to Tenders3.ksia@airports.co.za on or before 20 January 2022 by 16:00pm.

1.1.3. Proposals must be in an electronic copy of the bid documents. 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

1.2. Alternative Bids

As a general rule, ACSA only accepts bids which have been prepared in response to the tender invitation. However, for this tender alternative bids will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this tender invitation. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, an offer which

materially complies with the requirements of this tender. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this tender document.

1.4 Late Bids

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

1.5 Clarification and Communication

Name: Mlungisi Mgobhozi

Designation: Buyer

Tel: 032 436 6198

Cell:

Email: Tenders3.ksia@airports.co.za

Request for clarity or information on the tender may only be requested until **14 January 2022 by 16:00pm**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Quotation/Information invitation.

Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.6 **Compulsory Briefing/ Site Session-** N/A

Compulsory Site Inspection Session Requirements	Detail

1.7 Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. All bid 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 bid.

1.8 Disclaimers

- a) It must be noted that ACSA may:
- b) Award the whole or a part of this tender;
- c) Split the award of this tender;
- d) Negotiate with all or some of the shortlisted bidders;
- e) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow; and/or
- f) Cancel this tender.

1.9 Validity Period

(*Please ensure that the validity period stated below will allow ACSA to properly evaluate and finalise the process)

ACSA requires a validity period of a hundred and twenty (120) business/working days for this tender. 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 ACSA would accommodate a proposal to change the price.

1.10 Confidentiality of Information

ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.

Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third

parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.11 Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA 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

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

SECTION 3: SCOPE OF WORK BELOW

DESCRIPTION OF THE WORKS

Employer's objectives

The contractor will manage and remove waste at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general Environmental Health and Safety and aviation related legislation.

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

The King Shaka 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 sites(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.
- 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 (% diverted from landfill).

TYPE OF WASTES

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

• General Waste

- Wet/Liquid
- Waste food generated from the airport precinct.
- Solid waste from the airport precinct.

• Hazardous Waste

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

• Recyclables

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

WASTE GENERATION GEOGRAPHIC AREAS

Waste is generated in the following areas:

- Terminal Building – KSIA Precinct
- ACSA airside areas – KSIA Precinct
- ACSA landside areas – KSIA Precinct
- Offices / Satellite Buildings – KSIA Precinct

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 (a one shift system) and during normal operating hours. 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.

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 department of health for communicable diseases.

SUPERVISION AND MANAGEMENT

- The service provider will ensure that a suitably experience 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.

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 the emergency information, placards, signage etc. required to be carried for the transportation of dangerous goods. There 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 personnel to achieve the required service level.

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.

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 scheduled activities.

Activities Include:

Provide the following equipment:

- Suitable sorting table(s) for the sortation process.
- Sorting racks
- Suitable bailing machine(s).
- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale to weigh recyclable waste.
- Suitable containers/storage units for recyclables.
- Skips
- 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:

- Separate and sort waste accordingly into the various waste streams generated.
- Bailing 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.

Maintain and ensure good housekeeping standards are maintained.

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

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

TRANSPORTATION AND DISPOSAL



The service provider will provide for the transportation from the airport transfer area to all approved disposal and recycling 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.

RECYCLABLES

The service provider will provide a monetary return on recyclables at the agreed 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.

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.

DIVERSION OF WASTE

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.

EQUIPMENT

All equipment must be kept clean and in good condition.

Service and maintain equipment in accordance with the Original Equipment Manufacturer (OEM) requirements.

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 of. 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)

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.

OCCUPATIONAL HEALTH AND SAFETY PLAN

An Occupational Health and Safety Plan in line with OHS Act requirements as well as ACSA guidelines must be submitted. Work will only commence once the plan has been approved by the Safety Manager.

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, vehicle / machinery 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.

WASTE OPERATIONAL AND MAINTENANCE PLAN

The contractor is to provide ACSA with a Waste Operational and Maintenance Plan for submission to the National Environmental Authorities as per the National Environmental management: Waste act of 2008 and ACSA's Waste License.

ACSA will provide the awarded service provider with ACSA's current plan to enable alignment.

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 ISO14001:2015.

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 the following; but is not limited to these:

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.

Incidents:

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

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

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 Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

DELIVERABLES

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 should it be required.

ESCALATION

No escalation applicable.

INVOICING:

Invoice will be itemized per the price schedule.

MANAGEMENT

Management of the works

➤ Particular / generic 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 King Shaka International Airport and issue King Shaka 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 off.
- 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.

➤ Quality plans and control

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

➤ Environment

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

- Allow any 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 (within reason) 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
Tools 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 annexes.

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 OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager. The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's 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.

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

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.

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

➤ **Protection of the public**



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

➤ **Barricades and lighting (Where applicable)**

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
Contract start-up proposal (Approach Paper) • Resource proposal • Approach proposal	Annex C

ANNEX A

SCHEDULE OF EQUIPMENT

No.	Equipment

ANNEXURE B

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be regarded as being **from 04:00 to 00:00** (airport specific) for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The staff compliment, during operational hours shall be sufficient to successfully perform the stipulated waste management requirements.

Performance Management

Key Performance Area	When	Target	Low Performance Damage
The contractor will comply with OHS&E audits that are performed periodically and rectify/attend to any findings within the stipulated timeframe.	All times	100% must be achieved	R 500
FOD Reports (with analysis of waste and photographic evidence) submitted timeously at specified quality.	Daily	100% must be achieved	R100 per deviation
Deep cleaning of waste facilities	Weekly	100% must be achieved	R250 per deviation
Meeting & Maintaining Standards and frequencies as detailed in the specifications	All times	100% must be achieved	R500 per deviation
A staff member's uniform/PPE does not meet the agreed upon standards and specification requirements. The	Daily	100% must be achieved	R100 immediate low performance damage per deviation – Staff member will be asked to vacate site if not immediately remedied. The service provider will still be responsible for all deliverables of the contract.
Breakdown Closure Duration		All Machinery, Vehicles and Equipment breakdowns shall be resolved within 48	R250 per deviation

		hours from occurrence. The service provider shall ensure there is no reduction in service levels. The service provider shall provide for alternate means to discharge the service.	
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ANNEX C**CONTRACT START-UP APPROACH PROPOSAL**



The Tenderer shall include a detailed proposal for starting up and approach to managing the new waste management service contract.



3.2 Mandatory Administration Criteria

#	MANDATORY CRITERIA	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
3.2.1	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)			
3.2.2	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)			
3.2.3	Approvals/registration documentation confirming ability conduct waste management services in line with the scope of work issued by the local authority.(eg: eThekweni Municipality)			
3.2.4	Bidders must produce a letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act of 1993 (COIDA); or Federated Employee Mutual Assurance (FEMA) Insurance			



3.4 Minimum Requirements

Only bidders meeting the following criteria will be considered for this RFQ:

- Valid Tax Clearance Certificate
- Valid and certified copy of the B-BBEE Certificates
- Initial/stamp and where applicable sign all pages of the attached RFQ Declaration of interest forms (attached RFQ document)
- CSD summary report



3.5 Functionality Requirements

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. Tenderers who also fail to achieve any of the minimum score will be disqualified and not be eligible for further evaluations. Failure to achieve any of the minimum score would result in disqualification for further consideration

NOTE: BIDDERS TO REFER TO ANNEXURE C



Pricing Schedule- Please complete ANNEXURES B1 AND B2

	DISCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	"Occupational health and safety requirement as per health and safety act (including safety file)			R
2	Total for Three months excluding VAT			R
3	Total for Three months excluding VAT			R
TOTAL COST OF BID FOR THREE MONTHS (EXCLUSIVE OF VAT)				R
VAT				R
TOTAL COST OF BID FOR THREE MONTHS (INCLUSIVE OF VAT)				R



SECTION 4: PREFERENCE POINTS AND PRICE

4.1 Preference Points Claims

In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference.

The 80/20 Preference Point System for bids with a Rand value of more than R30,000-00 but not exceeding R50,000,000-00 (all applicable taxes included)

The tender will therefore be evaluated using 80/20 preference points system: This means that on the 80/20 system the B-BBEE status level of contributor will earn the bidder points out of 20

- 4.2.1 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises or an Auditor/Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 4.2.2 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.

4.2 Definitions

- 4.3.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 4.3.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 4.3.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



- 4.3.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 4.3.5 **“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 4.3.6 **“Consortium or Joint Venture”** 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;
- 4.3.7 **“EME”** means any enterprise with an annual total revenue of R5 million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
- 4.3.8 **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 4.3.9 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 4.3.10 **“Non-Firm Prices”** means all prices other than “firm” prices;
- 4.3.11 **“Person”** includes a juristic person;
- 4.3.12 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 4.3.13 **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 4.3.14 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 4.3.15 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



4.4 Adjudication Using A Point System

- 4.4.1 The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 4.4.2 Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 4.4.3 Points scored will be rounded off to the nearest 2 decimal places.

4.5 Award of Business where Bidders have Scored Equal Points Overall

- 4.5.1 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 4.5.2 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 4.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6 Points Awarded for Price

- 4.6.1 The 80/20 Preference Point Systems

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration



P_{min} = Comparative price of lowest acceptable bid

4.7 Points Awarded for B-BBEE Status Level of Contribution

4.7.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

4.7.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.



- 4.7.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.7.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.7.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.8 Bid Declaration

- 4.8.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 4.2.1 and 4.7.1:

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 4.8.1 must be in accordance with the table reflected in paragraph 4.7.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria



ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for local production and content/ Supplier Development/ functionality/technical/Price and B-BBEE. During the evaluation of received bids ACSA 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 will be disqualified from the tender process.

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

5.2 Mandatory Requirements

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

5.3 Local Content and Production

Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this tender. ACSA will disqualify any bidder which has not submitted the SBD 6.2 form on the closing date and time. The form must be completed under **Section 2** at 2.8 of this tender document.

5.4 Functionality / Technical

5.4.1 Functionality hurdle breakdown

N/A

The description of the functionality evaluation criteria is explained below.

5.5 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20

SECTION 7: DECLARATION FORM

7.1 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.

7.2 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 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

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

Full Name	Identity Number	Personal Income Tax Reference Number



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7.4 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

Section 8: 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
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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)		
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This declaration was signed on _____ of _____ 202_____

Name: _____

Designation: _____

Signature: _____