



**REQUEST FOR QUOTATION FOR THE PROVISION OF WASTE MANAGEMENT FOR A PERIOD OF FOUR (4) MONTHS AT AIRPORTS, OPERATED BY AIRPORTS COMPANY SOUTH AFRICA (ACSA) SOC PTY LTD – CAPE TOWN INTERNATIONAL AIRPORT**

**RFQ Number:** : PR 71555

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**Issue Date** : 31 August 2023

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**Closing Date** : 20 September 2023 at 11:00am

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**Last Day for Request of Clarity** : 14 September 2023 at 16:00pm

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**Compulsory Briefing Session Date and Time** : 07 September 2023 (MS TEAMS) at 11:00am

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<b>Bidding Company Name</b>	
<b>Representative Name</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Email address</b>	
<b>MAAA</b>	

TABLE OF CONTENT		
SECTION 1	INSTRUCTIONS TO BIDDERS	
SECTION 2	BACKGROUND, PURPOSE AND SCOPE OF WORK	
SECTION 3	EVALUATION CRITERIA	
SECTION 4	RETURNABLE DOCUMENTS AND FORMS	
SECTION 5	PRICING SCHEDULE / FORM OF OFFER	

## 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** using the following method either,

#### 1.1.1. Email submissions:

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

[Victoria.Selepe@airports.co.za](mailto:Victoria.Selepe@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.

#### 1.1.2

### 1.2. 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: Victoria Selepe

Designation: Buyer

Tel: 011 723 2641

Cell: \_\_\_\_\_

Email: Victoria.Selepe@airports.co.za

Request for clarity or information on the RFQ may only be requested on or before closing date and time

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	07 September 2023
Time	11:00am
Microsoft Teams Link	MS TEAMS
Access to Restricted Area, Cargo, Airside, Terminal	N/A
Documentation, e.g. ID, Passport, Temporary Permit, etc (note: Driver's License will not be acceptable)	N/A
Personal Protective Equipment, Safety boots	N/A

**Bidders are requested to use the below link to join the meeting**



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Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 342 316 822 77

Passcode: Bs4iZ3

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+27 21 834 0841,,73881066#](#) South Africa, Cape Town

Phone Conference ID: 738 810 66#

[Find a local number](#) | [Reset PIN](#)

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## **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 . In the event that 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](mailto:office@thehotline.co.za)

## SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

### 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 communicable 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/3<sup>rd</sup> 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:

## 2. SECTION 3: EVALUATION CRITERIA

### 2.1. 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

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

### Functionality breakdown

ACSA CTIA requires an integrated waste management service provider with 5+ years of experience in similar work

Company Experience	Year of experience in similar work	score
	<5 years	0
	5 years,	25
	> 5 years	50
<b>Maximum score</b>		<b>50</b>
<b>Minimum score</b>		<b>25</b>



**Submit contactable Reference letter, email address in a company letter head / Purchase order as a proof that you did similar works.**

References	Sub criteria	score
	<2 references,	0
	2 References	15
	>2 references	25
<b>Maximum score</b>		<b>25</b>
<b>Minimum score</b>		<b>15</b>

Site based Contract manager with 3+ years of experience

Site Manager	Year of experience in similar work	score
	< 3 years,	0
	3 years of experience	15
	> 3 years of experience	25
<b>Maximum score</b>		<b>25</b>
<b>Minimum score</b>		<b>15</b>

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

## 2.2. 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.

## 3. 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:**

<b>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
<b>Completed and fully signed form of offer as per pricing</b>	
<b>SBD Forms</b>	
<b>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)</b> <ul style="list-style-type: none"> <li>○ From general waste landfill, unless this stream is repurposed. If repurposed/remediated, the repurposing/remediation entity shall issue letter of intent.</li> <li>○ From hazardous waste landfill, unless this stream is repurposed/remediated. If repurposed / remediated, the repurposing/remediation entity shall issue letter of intent f</li> <li>○ From recycling facilities for the various waste streams included in the scope of this service</li> </ul>	
<b>Proof of waste management license must be submitted with the bid.</b> <b>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)</b>	
<b>Valid waste transporter certificate.</b> <b>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)</b>	
<b>Compulsory Briefing session</b>	

### **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.

#### ANNEXURE A

#### **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




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#### 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)  
 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

#### ANNEXURE B

#### 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 interest<sup>1</sup> 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:

.....  
 .....

<sup>1</sup> 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 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 consortium<sup>2</sup> 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

## ANNEXURE C

### 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
--	--------





<b>PRICE</b>	
<b>PREFERENCE</b>	
<b>Total points for Price and Preference must not exceed</b>	

- 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 OR 90/10 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	

### SUBCONTRACTING

Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

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

If yes, indicate:

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	
-----	--	----	--

### ANNEXURE D

#### 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_development/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](http://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.



## ANNEXURE E

**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.** \_\_\_\_\_

**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/industrialdevelopment/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
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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

	Description	Cost
a)		
b)		
c)		
d)		
e)		
f)		
g)		
h)		
i)		
	Sub Total	
	VAT (15%) if you are a VAT Vendor	
	TOTAL	

### Declaration:

I/We the undersigned \_\_\_\_\_ (Name)  
 hereby 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