

**Request for Proposals for provision of Occupational health and Primary Health care services at the Airports Company South Africa's nine (9) Airports and Corporate office for a period of five (5) years.**

**Bid Number:** : RA7178/2023

**Issue Date** : 16 August 2023

**Query Closing Date and Time** : 14 September 2023 @ 12:00PM

**Briefing Session Date and Time** : 4 September 2023 @ 12:00PM

**Bid Closing Date and Time** : 15 September 2023 @ 12:00PM

**INDICATE WHICH CLUSTER/S YOU ARE SUBMITTING YOUR BID FOR BY TICKING THE BOX PROVIDED:**

CLUSTER	AIRPORT NAME	TYPE OF PRESENCE REQUIRED ON SITE	INDICATE FOR WHICH CLUSTER TENDERING FOR:
<b>CLUSTER 1</b>	O.R Tambo International Airport	On site Clinic as per staffing levels listed above	
	Bram Fisher Airport	Managed via a MOU / subcontracted to local Occupational Health Care Service Provider	
<b>CLUSTER 2</b>	Cape Town International Airport	On site Clinic As per staffing levels listed above	
	Upington Airport	Managed via a MOU / subcontracted to local Occupational Health Care Service Provider	
	Kimberly Airport	Managed via a MOU / subcontracted to local Occupational Health Care Service Provider	
	George Airport	Managed via a MOU / subcontracted to local Occupational Health Care Service Provider	
<b>CLUSTER 3</b>	King Shaka International Airport	On site Clinic as per staffing levels listed above	
	King Phalo Airport	Managed via a MOU / subcontracted to local Occupational Health Care Service Provider	
	Chief Dawid Stuurman International Airport	On site Clinic as per staffing levels listed above	

**NB: Bidders are required to bid per cluster and not per airport. There is no limit on the number of clusters a bidder can tender for. This tender will be awarded per cluster.**

## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFP documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za). Kindly print and complete.

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management 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 bid documents. Bid documents must be submitted on or before **12:00 PM on the 15<sup>th</sup> of September 2023** using the following method(s):

#### 1.1.1. Tender box:

The **Tender Box C** is located at:

**Airports Company South Africa SOC Limited Offices**

**North Wing**

**3<sup>rd</sup> Floor**

**OR Tambo International Airport**

**Kempton Park**

- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

1.1.2. Proposals must in printed format, **an original and a copy**. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

### 1.2. Late Bids

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

### 1.3. Clarification and Communication

Name:	Alicia Sekoati
Designation:	Senior Buyer
Tel:	011 723 1400
Email:	Alicia.Sekoati@airports.co.za

- 1.3.1. Request for clarity or information on the bid may only be requested until **14 September 2023 @ 12:00PM**. 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/Bid /Information invitation.
- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

### 1.4. Non-Compulsory Briefing Session

A non-compulsory briefing session will be held on the following dates at the stipulated venues and time:

**Date:** 4 September 2023

**Time:** 12:00PM

**Venue:** Microsoft Teams

Bidders who are interested in joining the briefing session are required to register to attend by sending their email addresses to [Alicia.Sekoati@airports.co.za](mailto:Alicia.Sekoati@airports.co.za) by **1 September 2023 @ 12:00pm** no excuses. A meeting invitation will be sent to all interested parties **who have emailed by the set deadline**. We encourage bidders to join this briefing session.

### 1.5. Bid Responses

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

#### **1.6. Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.6.1. Award the whole or a part of this bid;
- 1.6.2. Split the award of this bid;
- 1.6.3. Negotiate with all or some of the shortlisted bidders;
- 1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.6.5. To reject the lowest acceptable bid received; and/or
- 1.6.6. Cancel this bid.

#### **1.7. Validity Period**

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. 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.

#### **1.8. Confidentiality of Information**

- 1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.8.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.8.3. Bidders may not disclose any information given to the bidders as part of this bid 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 bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

#### **1.9. 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 or 086 726 1681

Email: [office@thehotline.co.za](mailto:office@thehotline.co.za)

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

### **2.1 Background**

Since inception approximately 30 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market- driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are Bram Fischer (Bram), Upington (UTN), Port Elizabeth (Chief Dawid Stuurman), East London Airport (King Phalo), George Airport, Kimberley Airport, and the Corporate Office. These Airports are divided into clusters namely Cluster 1 – comprising of ORTIA and Bram Fischer, Cluster 2 comprising of CTIA, George, Kimberly and Upington Airports and Cluster 3 comprising of KSIA, King Phalo and Chief Dawid Stuurman Airports.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders, and employees.

Airports Company South Africa is requesting proposals from qualified occupational medical services ACSA's 10 Business units, made of the nine (9) Airports and Corporate Office based in Western Precinct 2 O.R Tambo. This in line with the following regulations and Acts and all others not mentioned governing the profession of the services being procured:

- The South African Civil Aviation Authority (SACAA) Part 139.02.6 & 139.02.24, supplemented by the standards contained in the ICAO Doc 9137, Part 7 of the Airport Services Manual, Appendix 3, Airport Medical Services
- The International Health Regulations (2005)
- The Occupational Health & Safety Act, Act 85 of 1993, as amended
- The National Health Act of 56 of 1974 as amended
- The Nursing Act 50 of 78 as amended
- The Health Profession Act 56 of 1974

## 2.2 Purpose of this Bid

Airports Company South Africa (ACSA) currently manages a network of nine airports in South Africa, including the three main international gateways of O.R. Tambo International, Cape Town International and King Shaka International Airports.

### Organizational Objectives

In ensuring the well being of its employees ACSA aims:

- To ensure that the individual's health status does not place the health of that employee, or of any other employees at increased risk:
  - Employees found to be medical unfit are assisted in appropriate steps to either improve their medical status, such that they can return to their work or are assisted in a genuine attempt to seek appropriate alternative occupations; and
  - Employees with injuries and illnesses, that render them unable to return to their work, are assisted with rehabilitation and workplace re-integration. Where relevant, these employees may need to attempt suitable alternative placement. Where appropriate, assistance shall be given to enable compensation of workers with occupational diseases and/or injury.
- To monitor employee' state of health on a regular basis (periodical examination) so as to detect occupational diseases at an early stage, thereby determining the efficacy of hazard control measures:
  - This early identification process allows interventions (medical or logistic) that have the best likelihood for excellent outcomes.
  - Through the analysis of the medical surveillance data, high-risk areas in need of environmental intervention can be identified; and
  - This regular interaction with employees shall ensure that they are adequately informed of the risks of their work (education) and the results of all medical examinations.
- To establish the employee's state of health before starting employment ("Baseline"), and on every occasion where there is transfer to another job during his/her employ with the company, thereby ensuring they meet the inherent requirements of the occupation.
- To promote optimal health status of employees through identifying:
  - Treatable medical conditions that may render them temporarily unable to perform their work;
  - Chronic illnesses that may have no bearing on their fitness to work, but which threaten their personal long-term health; and
  - By referring them for remediation.

### 2.3 Scope of Work

The Airport services three categories of stakeholders from an Occupational Health and Safety perspective namely, ACSA employees, airport communities (stakeholders, contractors, and suppliers) and public that include passengers and airport visitors.

<b>Onsite Clinics</b> <ul style="list-style-type: none"> <li>• <b>OR TAMBO INTERNATIONAL Including CORPORATE</b></li> <li>• <b>CAPE TOWN INTERNATIONAL AIRPORT,</b></li> <li>• <b>KING SHAKA INTERNATIONAL</b></li> <li>• <b>CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT</b></li> </ul>	<b>Offsite Clinic</b> <ul style="list-style-type: none"> <li>• <b>KING PHALO AIRPORT,</b></li> <li>• <b>BRAM FISCHER AIRPORT,</b></li> <li>• <b>UPINGTON AIRPORT,</b></li> <li>• <b>KIMBERLY AIRPORT,</b></li> <li>• <b>GEORGE AIRPORT</b></li> </ul>
<b>Services Required</b> <ul style="list-style-type: none"> <li>• Risk Based Medical Surveillance Programme for all ACSA activities and early detection of adverse exposure.</li> <li>• Compile and review Occupational Risk Exposure Profiles</li> <li>• Management of specialized services</li> <li>• Conduct Health Risk Assessments</li> <li>• Assist in developing and management of the hearing conservation programme as per ACSA policy.</li> <li>• Treatment and referral of Injury on Duty (IOD) cases</li> <li>• Administration all IOD cases (including Occupational Health Diseases)</li> <li>• Chronic illness and case management (this excludes provision of medication)</li> <li>• Participation in disaster management activities (inclusive of communicable diseases management)</li> <li>• Attend legislated forums such as SHE Committee, Airside safety and any other forums deemed fit by ACSA.</li> <li>• Participate in Employee Wellness programme.</li> <li>• Service provider to perform additional medical testing such as substance abuse, drug, and alcohol screening for its employees as per ACSA policy requirements.</li> </ul>	<b>Services Required</b> <ul style="list-style-type: none"> <li>• Risk Based Medical Surveillance Programme for all ACSA activities and early detection of adverse exposure.</li> <li>• Management of specialized services</li> <li>• Conduct Health Risk Assessments</li> <li>• Assist in developing and management of the hearing conservation programme as per ACSA policy.</li> <li>• Administration all IOD cases (including Occupational Health Diseases)</li> <li>• Chronic illness and case management (this excludes provision of medication)</li> <li>• Participation in disaster management activities (inclusive of communicable diseases management)</li> <li>• Participate in Employee Wellness programme.</li> <li>• Service provider to perform additional medical testing such as substance abuse, drug and alcohol screening for its employees as per company policy requirements.</li> <li>• Assist and provide guidance to human resources department in relation to incapacity, ill health, injury, and disability as per company standard operating procedure.</li> </ul>



<ul style="list-style-type: none"> <li>Assist and provide guidance to human resources department in relation to incapacity, ill health, injury, and disability as per company standard operating procedure.</li> </ul>	<p><b>NB: The winning bidder will be required to provide proof of an MOU/subcontracting agreement with the offsite clinics within 2 weeks of a contract being awarded.</b></p> <p>Memorandum of Understanding for the offsite clinics shall detail but not limited to:</p> <ul style="list-style-type: none"> <li>Name of the service provider is.</li> <li>Location of the service provider</li> <li>If the facility is accredited or licensed to provide occupational health services (proof of licensing and accreditation to be provided to ACSA)</li> <li>If the facility is aware and agreeing to provide ACSA with the scope of medicals as stipulated in the tender document.</li> </ul>
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**2.3.1 The below, lists risk based occupational medicals required by ACSA at all clinics (onsite and offsite).**

**A. RISK BASED OCCUPATIONAL MEDICALS**

Types of medicals to be conducted are as follows:

- Pre-employment medicals
  - Routine /periodic medicals
  - Exit/transfer medicals
  - Triggered or Issue based medicals.
  - Executive Medicals
- Medical examinations shall include, but not limited, to the following procedures:**
    - Medical history questionnaire to evaluate the individual's history of general health and previous occupational health.
    - Physical examination
    - Vital signs-Urine analysis (including multiple drug testing), Blood pressure, Pulse, height, weight and BMI, Rapid Glucose test, where applicable
    - Cholesterol screening
    - Audiometric screening.
    - Lung function screening.
    - Visual screening.

- A physical examination.
- Conduct any other assessments as specified on the OREP, required by applicable legislation/s, or as determined by the Occupational Medical Practitioner

▪ **Executive medicals**

These are specialized medicals performed on executive managers to CEO level. The medicals shall be performed every second year, or on a triggered basis. As a minimum the medicals shall consist of the following tests:

An Appraisal of Personal Holistic Health Risks Based on:

- Family and personal medical history
- Physical activity profile
- Health and lifestyle status
- Psycho-emotional wellbeing
- Nutrition profile
- Illness rating scale

Extensive Physical Assessment, Including

- Cardiorespiratory tests: Stress ECG, spirometry (lung capacity testing), BP monitoring.
- Graded fitness testing: Strength, VO2 max (predicted), with ECG.
- Ergonomic review: Posture, flexibility, functional workplace, muscular-skeletal review.
- Body composition / anthropometry: Body mass index, waist circumference and % body fat.
- Extensive systemic clinical review: Cardiovascular, neurological, musculoskeletal, etc.
- Special focus areas: Metabolic syndrome; sun exposure; sleep patterns.
- Audiometry

**B. Primary Health Service (Costs to be incurred by the individual employees)**

- Wound Care
- Fit to fly medicines.
- Family planning
- Other

### **2.3.2 Management of Specialized Services**

The following services are excluded from the standard service fees. The service provider shall prior to making any referrals to specialists get 3 quotations, submit to ACSA to obtain written authorization to carry out such referrals. The service provider to bill ACSA at no additional costs to the specialist invoice for onsite clinics. A mark-up may be charged for offsite clinics.

- Biological monitoring
- Drug test -blood
- X-Ray
- Specialist consultations required to confirm Occupational Diseases.
- Other

### **2.4 OCCUPATIONAL MEDICAL HEALTH SERVICES (for Onsite clinic – non-ACSA staff):**

The service provider to note that the below services must be rendered for non-ACSA employees at the cost of the individual or company (not ACSA) concerned.

- Occupational Medicals and primary health services.
- Provide Travel Medicines Services.
- Vitals signs monitoring
- Medical Consultation with Transit patients.
- Wound Care
- Fit to fly medicines.
- Family planning
- Other

It will be the responsibility of the service provider to solicit business from the Airport Community.

## 2.6 Clinic operating hours and staff minimum requirements

ACSA specific services will consist of onsite and offsite clinic services as stipulated in Table 1 below.

CLUSTER	AIRPORT NAME	REQUIREMENTS
<u>Cluster 1</u>	<u>O.R Tambo International Airport</u>	<p><b><u>Clinic Operating hours:</u></b></p> <p>Monday to Friday (08:00am to 16.30)  Saturday and Sunday (08:00am to 13:00)  Public holidays. (08:00am to 13:00)</p> <p><b><u>Staffing Minimum Requirements</u></b></p> <ul style="list-style-type: none"> <li>One (1) Occupational Medical Practitioner (minimum of 3 hours per week)</li> <li>Two (2) Registered Occupational Health Nurses</li> <li>One (1) Administrator (Technician)</li> </ul>
	<u>Bram Fischer Airport</u>	Offsite clinic service provision managed via a MOU
<u>Cluster 2</u>	<u>Cape Town International Airport</u>	<p><b><u>Clinic Operating hours</u></b></p> <p>Monday to Friday (08:00am to 16.30)  Closed on weekend and Public holidays.</p> <p><b><u>Staffing Minimum Requirements</u></b></p> <ul style="list-style-type: none"> <li>One (1) Occupational Medical Practitioner (minimum of 3 hours per week)</li> <li>One (1) Registered Occupational Health Nurses</li> <li>One (1) Administrator (Technician)</li> </ul>
	<u>Upington Airport</u>	Offsite clinic service provision managed via a MOU
	<u>Kimberly Airport</u>	Offsite clinic service provision managed via a MOU
	<u>George Airport</u>	Offsite clinic service provision managed via a MOU
<u>Cluster 3</u>	<u>King Shaka International Airport</u>	<p><b><u>Clinic Operating hours</u></b></p> <p>Monday to Friday (08:00am to 16.30)  Closed on weekend and Public holidays.</p> <p><b><u>Staffing Minimum Requirements</u></b></p> <ul style="list-style-type: none"> <li>One (1) Occupational Medical Practitioner (minimum of 3 hours per week)</li> <li>One (1) Registered Occupational Health Nurses</li> </ul>

	Chief Dawid Stuurman International Airport	<p><b><u>Clinic Operating hours</u></b></p> <p>Tuesday, Thursday, and Friday (08:00am to 16.30)</p> <p><b><u>Staffing Minimum Requirements</u></b></p> <ul style="list-style-type: none"> <li>▪ One (1) Occupational Medical Practitioner (minimum of 3 hours per week)</li> <li>▪ One (1) Registered Occupational Health Nurses</li> </ul>
	King Phalo Airport	Offsite clinic service provision managed via a MOU

## 2.7 Service Provider Responsibilities

- The bidder will be required to dispose of any medical waste at their own expense.
- Calibration of the equipment will be facilitated by the appointed service provider (quotes to be obtained prior to calibration for ACSA's approval to proceed) The winning bidder will bill ACSA for the calibration services.
- The appointed service provider will notify ACSA of any damaged or unserviceable equipment. ACSA will replace or repair the equipment.
- Provide internet access or network services according to / in collaboration with ACSA IT Services
- Provide stationery and IT facilities (printing, scanning and computer to render services at each clinic) at the service provider's cost.
- The Audio booth software will need to be procured/updated by the winning bidder as and when required. ACSA will be billed for that service.
- The service provider will be responsible for the daily cleaning, maintenance, and any other facilities consumables (e.g., toilet paper) of the clinic to an expected standard at their cost.
- Refill first aid boxes and ensure replenishing stock is always available, at a cost to ACSA.
- Arrange for a suitable Locum Nurse if the occupational health nurse's absence exceeds 2 hours. The Locum Nurse to possess the necessary expertise and qualification to attend the clinic and to provide continuity of service.
- ACSA to approve the branding of the clinic and the costs will be incurred by the service provider.

### Deliverables

- Compile reports at agreed intervals and communicate urgent and life-threatening situations to ACSA as soon as reasonable possible.
- Health Risk Assessment
- Medical surveillance programme
- Medical fitness certificates

### Reports

Type of Report	Due	Form of Content
Weekly Dashboard report	Within 7 Days of completion of medical assessments	Stats of completed medical assessments
Monthly Airport specific Report	Within one month after the completion of medical surveillance at every ACSA Airport	Outcomes of medicals, consumables used per medical, referrals, risks identified as well as recommendation.  Fitness certificates
Annual Airport Specific Report	At the end financial year (end March)  ACSA Financial year is April – March.	Stats of completed medical assessments, trend analysis, recommendations to continually improve.

### ACSA Responsibilities

- To provide suitable facilities with access to electricity and running water.
- ACSA will provide the service provider with premises and medical equipment for the service provider to render occupational health services at all international airports.  
**(See Annexure B- Clinic equipment list)**
- It should be noted the winning bidders at Cape Town International airport and OR Tambo international airport will share a small portion of the clinic facilities with the EMS crew.
- Maintenance and upkeep of facility because of wear and tear.
- In collaboration with the service provider, ACSA OHS will ensure the attendance of ACSA employees to the clinic for medical surveillance, management and monitoring of ailments and primary health care in the interest of their fitness for duty.

#### **ACSA Permit Requirements**

- The service provider shall ensure that all its staff working at the airport attend and pass Airport Induction and Security awareness trainings.
- The service provider shall be responsible for any costs associated with permit applications.
- All medical staff will be vetted after the award as part of the permit process.  
**(See ANNEXURE C).**
- No non-South African resources nor resources with criminal records will be permitted to operate at the clinic.

#### **Process for monitoring of the contract**

- ACSA through the Cluster OHS department will hold monthly meetings to measure performance on an ongoing basis.
- Regular reviews and audits shall be conducted for the compliance of the contents of this document.
- Quarterly Supplier Performance Management will be conducted.

**Airport operating hours and head count (Head count information numbers are estimates and may fluctuates monthly)**

Information	OR INTERNATIO NAL AIRPORT	CAPE TOWN INTERNATIO NAL AIRPORT	KINGSHAK A INTERNATI ONAL AIRPORT	CHIEF DAWID STUURMAN INTERNATIO NAL AIRPORT	GEORGE AIRPORT	KING PHALO AIRPORT	BRAM FISCHER	UPINGTON AIRPORT	KIMBERL Y AIRPORT	CORPORATE OFFICE
<b>Airport Operating Hours</b>	24hrs	24 hours	24 hours	Monday to Sunday 06:00 to 21:00	Monday to Sunday  Mon - Thurs 06:00 – 19:00  Fri: 06:30-20:00  Sat: 08:30-15:00.  Sun: 08:30 – 19:30	Monday to Sunday  06:00 to 20:00	Monday to Sunday 06:00- 20:00	Monday to Friday 06:30 to 19:00 Saturday 08:00 to 14:00 Sunday 09:30 to 18:00	Monday to Sunday  Mon-Fri (07:00 – 18:30) Saturday (07:30 – 16:00) Sunday (10:00 – 18:30)	Monday to Friday  07:00 to 17:00
<b>ACSA Staff Compliment</b>	1086	362	346	101	56	59	58	22	29	440
<b>Airport Stakeholder Staff Compliment (estimate based on average permits issued)</b>	35000	6000	5000	746	378	320	450	233	180	N/A



## **Record Management**

- It should be noted that the data and information as contained for the duration of the Agreement with the selected Bidder will be ACSA IP including patients' data and will be made available on conclusion or termination of contract and handed over to ACSA or another appointed medical service provider.
- All medical records are to be kept safe for a period as determined by National Legislation and confidential within the clinic.
- Where applicable historical files shall be removed to an outside archiving location in line with the ACSA archiving policy. This is ACSA's responsibility with the assistance of the appointed service provider.
- The service provider to implement and maintain appropriate information security safeguards to avoid loss, destruction, or any unauthorised disclosure of personal information as per section 21 of Protection of Personal Information Act, 2013 (Act No.4 of 2013) [hereinafter "the Act"] and any other applicable legislation. Bidder(s) should note that processing of personal information shall be dealt with in accordance with the prescripts of the Act and for the purposes of the services it will render to ACSA.
- Bidders are to note that ACSA reserves the right to conduct a risk assessment exercise on their information security, its implications, and controls. The bidder must demonstrate the information technology and/or organisational systems it has in place for safeguarding information.

## **Conduct and ethics.**

- Occupational Health Staff must set the highest possible standards of professional conduct and ethics in keeping with their function.
- Strict confidentiality in respect of employees, records, information, medical files etc. must be maintained.
- A confidentiality agreement will be signed with non-medical staff as part of the contract.

- **Pricing Schedule**

***SEE APPENDIX A***

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider Mandatory administrative criteria, Functionality criteria and Price and Preference. 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 bid process.

3.1.2 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.

3.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference.	Post tender negotiations <i>(if applicable)</i>	Security Vetting <i>(If deemed necessary)</i>

### 3.3 Mandatory Requirements

1. Provide insurance schedule confirming valid Public Liability Insurance.
2. Acceptance of Terms and Conditions of the tender (Completed in full and signed) (section 5.5)
3. Completed the Bidder's Disclosure (**SBD4**) (section 5.2)
4. Bidders to have a valid letter of good standing issued by the Department of Labour or a licensed compensation insurer (F.E.M or RMA).

**Bidders that do not meet all the above requirements will be disqualified and not evaluated further. No Bid will be awarded to any person who is not declared Tax Compliant by the South African Revenue Service (SARS). No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.**

### 3.5 Functionality

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

**NB: Please note that there are 4 sets of evaluation criteria for the onsite clinics, please ensure you meet the requirements of the clusters you have tendered for:**

Evaluation Criteria	Onsite Clinic	Cluster
A	OR Tambo International Airport	1
B	Cape Town International Airport	2
C	King Shaka International Airport	3
D	King Dawid Stuurman International Airport	3

**\*\*There are two sets of criteria for Cluster 3, complete both if you are bidding for cluster 3**

#### A: OR TAMBO INTERNATIONAL (CLUSTER 1)

##### 3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **75 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

	EVALUATION CRITERIA	MINIMUM	MAXIMUM
<b>1.</b>	<b>OCCUPATIONAL HEALTH RESOURCES</b>		
1.1	<p>OCCUPATIONAL MEDICAL PRACTITIONER</p> <p>ACSA requires one (1) Occupational Medical Practitioner with the following:</p> <ul style="list-style-type: none"> <li>Registered with Health Professional counsel of South Africa (HPCSA)</li> <li>Minimum Bachelor of Medicine and Surgery (MBChB) certification/qualification</li> <li>Occupational Health certification/qualification</li> <li>Minimum of 5 years in occupational medical practitioner experience</li> </ul>	<b>22</b>	<b>25</b>
1.1.1	<p>Provide proof of registration with the Health Professional counsel of South Africa (HPCSA)</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b></p>	5	5
1.1.2	<p>Provide certificate/qualification for a minimum Bachelor of Medicine and Surgery (MBChB)</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5

1.1.3	Provide Occupational Health certification/qualification <b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b>	5	5
1.1.4	Provide CV clearly demonstrating a minimum of 5 years' experience as an occupational medical practitioner  <b>CV does not demonstrate the required number of years' experience as occupational medical practitioner= 0 points</b> <b>CV demonstrates the required number of years' experience as occupational medical practitioner= 7 points</b> <b>CV demonstrates more than the required number of years' experience as occupational medical practitioner= 10 points</b>	7	10
1.2	Registered Occupational Health Nurse Practitioner  ACSA requires two (2) Occupational Health Nurse Practitioners with the following each:  <ul style="list-style-type: none"> <li>• Dispensing certificate</li> <li>• Registered with South African Nursing Counsel</li> <li>• Occupational Health certification/qualification</li> <li>• Minimum of 3 years Occupational Health Nursing experience</li> </ul>	20	24
1.2.1	Nurse 1- Provide proof of dispensing certificate  <b>Proof of dispensing certificate not provided= 0 points</b> <b>Proof of dispensing certificate provided= 3 points</b>	3	3
1.2.2	Nurse 1- Provide proof of registration with the South African Nursing Counsel  <b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 3 points</b>	3	3
1.2.3	Nurse 1- Provide Occupational Health certification/qualification  <b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 3 points</b>	3	3
1.2.4	Nurse 1- Provide CV clearly demonstrating a minimum of 3 years Occupational Health Nursing experience  <b>CV does not demonstrate the required number of years' experience as Occupational Health Nurse = 0 points</b> <b>CV demonstrates the required number of years' experience as Occupational Health Nurse = 1 points</b> <b>CV demonstrates more than the required number of years' experience as Occupational Health Nurse = 3 points</b>	1	3

1.2.5	<p>Nurse 2- Provide proof of dispensing certificate</p> <p><b>Proof of dispensing certificate not provided= 0 points</b> <b>Proof of dispensing certificate provided= 3 points</b></p>	3	3
1.2.6	<p>Nurse 2- Provide proof of registration with the South African Nursing Counsel</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 3 points</b></p>	3	3
1.2.7	<p>Nurse 2- Provide Occupational Health certification/qualification</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 3 points</b></p>	3	3
1.2.8	<p>Nurse 2- Provide CV clearly demonstrating a minimum of 3 years Occupational Health Nursing experience</p> <p><b>CV does not demonstrate the required number of years' experience as Occupational Health Nurse = 0 points</b> <b>CV demonstrates the required number of years' experience as Occupational Health Nurse = 1 points</b> <b>CV demonstrates more than the required number of years' experience as Occupational Health Nurse = 3 points</b></p>	1	3
1.3	<p>Administrator (Technician)</p> <p>ACSA requires one (1) Administrator (Technician) with a minimum of 2 years' experience as an occupational health technician. Provide CV clearly demonstrating the requirement.</p> <p><b>CV does not demonstrate the required number of years' experience as occupational health technician = 0 points</b> <b>CV demonstrates the required number of years' experience as occupational health technician = 3 points</b> <b>CV demonstrates more than the required number of years' experience as occupational health technician = 7 points</b></p>	3	7
2.	<p><b>COMPANY EXPERIENCE</b></p> <p>The bidding entity needs to demonstrate that they have been awarded a minimum of three (3) occupational health services contracts of a duration of at least 2 years per contract.</p> <p>Provide reference letters [with Client letterhead and contactable (email &amp; contact number) references] showing occupational health services experience and length of contract. <b>ACSA reserves the right to verify</b></p>	15	22

2.1	Reference letter  <b>Less than 3 relevant reference letters provided= 0 points</b> <b>3 relevant reference letters provided= 15 points</b> <b>More than 3 relevant reference letters provided= 22 points</b>  <i>Supporting documentation (e.g copy of contract, Purchase order, Award letter, etc) may be submitted along with the reference letter if it doesn't clearly demonstrate the required services and duration.</i>	15	22
<b>3.</b>	<b>INFORMATION MANAGEMENT SYSTEM</b>  Bidders to advise which Information management system they use for reporting purposes.  <b>No information management system or non-digital system = 0 point</b> <b>Microsoft Office or similar package= 15 points</b> <b>Advanced software programme= 22 points</b>	<b>15</b>	<b>22</b>
	<b>TOTAL</b>	<b>75</b>	<b>100</b>

## **B: CAPE TOWN INTERNATIONAL AIRPORT (CLUSTER 2)**

### **3.5.2. Functionality Criteria**

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **75 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

	<b>EVALUATION CRITERIA</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>1.</b>	<b>OCCUPATIONAL HEALTH RESOURCES</b>		
1.1	OCCUPATIONAL MEDICAL PRACTITIONER  ACSA requires one (1) Occupational Medical Practitioner with the following: <ul style="list-style-type: none"> <li>Registered with Health Professional counsel of South Africa (HPCSA)</li> <li>Minimum Bachelor of Medicine and Surgery (MBChB) certification/qualification</li> <li>Occupational Health certification/qualification</li> <li>Minimum of 5 years in occupational medical practitioner experience</li> </ul>	<b>22</b>	<b>25</b>

1.1.1	<p>Provide proof of registration with the Health Professional Council of South Africa (HPCSA)</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b></p>	5	5
1.1.2	<p>Provide certificate/qualification for a minimum Bachelor of Medicine and Surgery (MBChB)</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5
1.1.3	<p>Provide Occupational Health certification/qualification</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5
1.1.4	<p>Provide CV clearly demonstrating a minimum of 5 years' experience as an occupational medical practitioner</p> <p><b>CV does not demonstrate the required number of years' experience as occupational medical practitioner= 0 points</b> <b>CV demonstrates the required number of years' experience as occupational medical practitioner= 7 points</b> <b>CV demonstrates more than the required number of years' experience as occupational medical practitioner= 10 points</b></p>	7	10
1.2	<p>Registered Occupational Health Nurse Practitioner</p> <p>ACSA requires one (1) Occupational Health Nurse Practitioner with the following:</p> <ul style="list-style-type: none"> <li>• Dispensing certificate</li> <li>• Registered with South African Nursing Council</li> <li>• Occupational Health certification/qualification</li> <li>• Minimum of 3 years Occupational Health Nursing experience</li> </ul>	<b>10</b>	<b>12</b>
1.2.1	<p>Provide proof of dispensing certificate</p> <p><b>Proof of dispensing certificate not provided= 0 points</b> <b>Proof of dispensing certificate provided= 3 points</b></p>	3	3
1.2.2	<p>Provide proof of registration with the South African Nursing Council</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 3 points</b></p>	3	3
1.2.3	<p>Provide Occupational Health certification/qualification</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 3 points</b></p>	3	3



1.2.4	<p>Provide CV clearly demonstrating a minimum of 3 years Occupational Health Nursing experience</p> <p><b>CV does not demonstrate the required number of years' experience as Occupational Health Nurse = 0 points</b>  <b>CV demonstrates the required number of years' experience as Occupational Health Nurse = 1 points</b>  <b>CV demonstrates more than the required number of years' experience as Occupational Health Nurse = 3 points</b></p>	1	3
1.3	<p>Administrator (Technician)</p> <p>ACSA requires one (1) Administrator (Technician) with a minimum of 2 years' experience as an occupational health technician. Provide CV clearly demonstrating the requirement.</p> <p><b>CV does not demonstrate the required number of years' experience as occupational health technician = 0 points</b>  <b>CV demonstrates the required number of years' experience as occupational health technician = 7 points</b>  <b>CV demonstrates more than the required number of years' experience as occupational health technician = 15 points</b></p>	7	15
2.	<p><b>COMPANY EXPERIENCE</b></p> <p>The bidding entity needs to demonstrate that they have been awarded a minimum of three (3) occupational health services contracts of a duration of at least 2 years per contract.</p> <p>Provide reference letters [with Client letterhead and contactable (email &amp; contact number) references] showing occupational health services experience and length of contract. <b>ACSA reserves the right to verify</b></p>	18	25
2.1	<p>Reference letter</p> <p><b>Less than 3 relevant reference letters provided= 0 points</b>  <b>3 relevant reference letters provided= 18 points</b>  <b>More than 3 relevant reference letters provided= 24 points</b></p> <p><i>Supporting documentation (e.g copy of contract, Purchase order, Award letter, etc) may be submitted along with the reference letter if it doesn't clearly demonstrate the required services and duration.</i></p>	18	24
3.	<p><b>INFORMATION MANAGEMENT SYSTEM</b></p> <p>Bidders to advise which Information management system they use for reporting purposes.</p> <p><b>No information management system or non-digital system = 0 point</b>  <b>Microsoft Office or similar package= 18 points</b>  <b>Advanced software programme= 24 points</b></p>	18	24
	<b>TOTAL</b>	<b>75</b>	<b>100</b>

## **C: KING SHAKA INTERNATIONAL (CLUSTER 3)**

### **3.5.3. Functionality Criteria**

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **74 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

	<b>EVALUATION CRITERIA</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>1.</b>	<b>OCCUPATIONAL HEALTH RESOURCES</b>		
1.1	<p>OCCUPATIONAL MEDICAL PRACTITIONER</p> <p>ACSA requires one (1) Occupational Medical Practitioner with the following:</p> <ul style="list-style-type: none"> <li>Registered with Health Professional counsel of South Africa (HPCSA)</li> <li>Minimum Bachelor of Medicine and Surgery (MBChB) certification/qualification</li> <li>Occupational Health certification/qualification</li> <li>Minimum of 5 years in occupational medical practitioner experience</li> </ul>	<b>22</b>	<b>25</b>
1.1.1	<p>Provide proof of registration with the Health Professional counsel of South Africa (HPCSA)</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b></p>	5	5
1.1.2	<p>Provide certificate/qualification for a minimum Bachelor of Medicine and Surgery (MBChB)</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5
1.1.3	<p>Provide Occupational Health certification/qualification</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5
1.1.4	<p>Provide CV clearly demonstrating a minimum of 5 years' experience as an occupational medical practitioner</p> <p><b>CV does not demonstrate the required number of years' experience as occupational medical practitioner= 0 points</b> <b>CV demonstrates the required number of years' experience as occupational medical practitioner= 7 points</b> <b>CV demonstrates more than the required number of years' experience as occupational medical practitioner= 10 points</b></p>	7	10

1.2	<p>Registered Occupational Health Nurse Practitioner</p> <p>ACSA requires one (1) Occupational Health Nurse Practitioner with the following:</p> <ul style="list-style-type: none"> <li>• Dispensing certificate</li> <li>• Registered with South African Nursing Counsel</li> <li>• Occupational Health certification/qualification</li> <li>• Minimum of 3 years Occupational Health Nursing experience</li> </ul>	<b>16</b>	<b>20</b>
1.2.1	<p>Provide proof of dispensing certificate</p> <p><b>Proof of dispensing certificate not provided= 0 points</b> <b>Proof of dispensing certificate provided= 5 points</b></p>	5	5
1.2.2	<p>Provide proof of registration with the South African Nursing Counsel</p> <p><b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b></p>	5	5
1.2.3	<p>Provide Occupational Health certification/qualification</p> <p><b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b></p>	5	5
1.2.4	<p>Provide CV clearly demonstrating a minimum of 3 years Occupational Health Nursing experience</p> <p><b>CV does not demonstrate the required number of years' experience as Occupational Health Nurse = 0 points</b> <b>CV demonstrates the required number of years' experience as Occupational Health Nurse = 1 points</b> <b>CV demonstrates more than the required number of years' experience as Occupational Health Nurse = 5 points</b></p>	1	5
<b>2.</b>	<p><b>COMPANY EXPERIENCE</b></p> <p>The bidding entity needs to demonstrate that they have been awarded a minimum of three (3) occupational health services contracts of a duration of at least 2 years per contract.</p> <p>Provide reference letters [with Client letterhead and contactable (email &amp; contact number) references] showing occupational health services experience and length of contract. <b>ACSA reserves the right to verify</b></p>	<b>18</b>	<b>25</b>

2.1	Reference letter  <b>Less than 3 relevant reference letters provided= 0 points</b> <b>3 relevant reference letters provided= 18 points</b> <b>More than 3 relevant reference letters provided= 25 points</b>  <i>Supporting documentation (e.g copy of contract, Purchase order, Award letter, etc) may be submitted along with the reference letter if it doesn't clearly demonstrate the required services and duration.</i>	18	25
<b>3.</b>	<b>INFORMATION MANAGEMENT SYSTEM</b>  Bidders to advise which Information management system they use for reporting purposes.  <b>No information management system or non-digital system = 0 point</b> <b>Microsoft Office or similar package= 18 points</b> <b>Advanced software programme= 30 points</b>	<b>18</b>	<b>30</b>
	<b>TOTAL</b>	<b>74</b>	<b>100</b>

#### **D: CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CLUSTER 3)**

##### **3.5.4. Functionality Criteria**

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **74 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

	<b>EVALUATION CRITERIA</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>1.</b>	<b>OCCUPATIONAL HEALTH RESOURCES</b>		
1.1	OCCUPATIONAL MEDICAL PRACTITIONER  ACSA requires one (1) Occupational Medical Practitioner with the following:  <ul style="list-style-type: none"> <li>Registered with Health Professional counsel of South Africa (HPCSA)</li> <li>Minimum Bachelor of Medicine and Surgery (MBChB) certification/qualification</li> <li>Occupational Health certification/qualification</li> <li>Minimum of 5 years in occupational medical practitioner experience</li> </ul>	<b>22</b>	<b>25</b>

1.1.1	Provide proof of registration with the Health Professional Council of South Africa (HPCSA)  <b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b>	5	5
1.1.2	Provide certificate/qualification for a minimum Bachelor of Medicine and Surgery (MBChB)  <b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b>	5	5
1.1.3	Provide Occupational Health certification/qualification  <b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b>	5	5
1.1.4	Provide CV clearly demonstrating a minimum of 5 years' experience as an occupational medical practitioner  <b>CV does not demonstrate the required number of years' experience as occupational medical practitioner= 0 points</b> <b>CV demonstrates the required number of years' experience as occupational medical practitioner= 7 points</b> <b>CV demonstrates more than the required number of years' experience as occupational medical practitioner= 10 points</b>	7	10
1.2	Registered Occupational Health Nurse Practitioner  ACSA requires one (1) Occupational Health Nurse Practitioner with the following: <ul style="list-style-type: none"> <li>• Dispensing certificate</li> <li>• Registered with South African Nursing Council</li> <li>• Occupational Health certification/qualification</li> <li>• Minimum of 3 years Occupational Health Nursing experience</li> </ul>	<b>16</b>	<b>20</b>
1.2.1	Provide proof of dispensing certificate  <b>Proof of dispensing certificate not provided= 0 points</b> <b>Proof of dispensing certificate provided= 5 points</b>	5	5
1.2.2	Provide proof of registration with the South African Nursing Council  <b>Relevant proof not provided= 0 points</b> <b>Relevant proof provided= 5 points</b>	5	5
1.2.3	Provide Occupational Health certification/qualification  <b>Relevant certificate/qualification not provided= 0 points</b> <b>Relevant certificate/qualification provided= 5 points</b>	5	5

1.2.4	<p>Provide CV clearly demonstrating a minimum of 3 years Occupational Health Nursing experience</p> <p><b>CV does not demonstrate the required number of years' experience as Occupational Health Nurse = 0 points</b>  <b>CV demonstrates the required number of years' experience as Occupational Health Nurse = 1 points</b>  <b>CV demonstrates more than the required number of years' experience as Occupational Health Nurse = 5 points</b></p>	1	5
<b>2.</b>	<p><b>COMPANY EXPERIENCE</b></p> <p>The bidding entity needs to demonstrate that they have been awarded a minimum of three (3) occupational health services contracts of a duration of at least 2 years per contract.</p> <p>Provide reference letters [with Client letterhead and contactable (email &amp; contact number) references] showing occupational health services experience and length of contract. <b>ACSA reserves the right to verify</b></p>	<b>18</b>	<b>25</b>
2.1	<p>Reference letter</p> <p><b>Less than 3 relevant reference letters provided= 0 points</b>  <b>3 relevant reference letters provided= 18 points</b>  <b>More than 3 relevant reference letters provided= 25 points</b></p> <p><i>Supporting documentation (e.g copy of contract, Purchase order, Award letter, etc) may be submitted along with the reference letter if it doesn't clearly demonstrate the required services and duration.</i></p>	18	25
<b>3.</b>	<p><b>INFORMATION MANAGEMENT SYSTEM</b></p> <p>Bidders to advise which Information management system they use for reporting purposes.</p> <p><b>No information management system or non-digital system = 0 point</b>  <b>Microsoft Office or similar package= 18 points</b>  <b>Advanced software programme= 30 points</b></p>	<b>18</b>	<b>30</b>
	<b>TOTAL</b>	<b>74</b>	<b>100</b>

### 3.5.5. Price and Preference

This stage of the evaluation process will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million.*

#### Evaluation of Price

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

#### Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Specific Goals	Score
	20
51% owned by Black male and 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

## SECTION 4: RETURNABLE DOCUMENTS

### 4.1 Mandatory Returnable documents

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

<b>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
Priced offer (Appendix A)	
Declaration of Interest Form and Politically Exposed Persons	
SBD 4 Bidder's Disclosure Form (section 5.2)	
SBD 6.1 Preference Points Claim Form	
Confidentiality and Non-Disclosure Agreement	
Proposal Certification (Section 5.5)	
Accepted the Airports Company South Africa's tender terms and conditions. (Section 5.5)	
Refence letters	
<b>PROPOSAL</b>  Bidders are required to submit a proposal based on ACSA's scope of work incorporating the following information: <ul style="list-style-type: none"> <li>- Bidders OHS signed policy</li> <li>- Proposed Medical surveillance programme</li> <li>- Plans on fulfilling legal requirements including their safety file</li> <li>- Onboarding Handover process/transition process</li> <li>- Exit Handover process/transition process</li> <li>- Resource plan</li> </ul>	

### 4.2 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 follows:



<b>OTHER RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit	
Verifiable medical certificate of report as proof of disability (For preference claims)	
Public Liability Insurance	
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management	
Certificate of Incorporation of the bidding entity showing ownership split	
Central Supplier Database Report (CSD)	
Joint Venture (JV) Agreement (If applicable)	
<i>3 years audited Financial Statements</i>	
<i>Letter of Good Standing with the Workers Compensation Commissioner</i>	
<i>Cover Letter</i>	
<i>Declaration of Solvency/Liquidation (if applicable)</i>	

#### 4.3 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity 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.

## SECTION 5: RETURNABLE DOCUMENTS

### 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS 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) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP 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

#### 5.1.1 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/DPIP 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/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

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**PEP/DPIP Declaration**

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

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

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.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.

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Signature

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Date

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Position

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Name of bidder

## 5. 2 BIDDER'S DISCLOSURE FORM SBD 4

### 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:

---

.....  
.....

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.

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference.

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS / PREFERENCE</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt - P_{max}}}{\mathbf{P_{max}}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt - P_{max}}}{\mathbf{P_{max}}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

<b>The specific goals/preference point allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
51% owned by Black male and 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	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

#### **5.4 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

**("\_\_\_\_\_")**

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
  - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
  - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
  - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
  - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
  - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
  - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
  - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
    - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
    - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
    - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
    - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement; is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully

possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

### **3 USE OF CONFIDENTIAL INFORMATION**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

### **4 NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that –

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.



5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the [Alicia.Sekoati@airports.co.za](mailto:Alicia.Sekoati@airports.co.za) Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
  - 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect

either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
  - 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

the signatory warranting that s/he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

## 5.5 ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: **RA7178/2023**

### 1. Bidder's Name and Contract Details

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

### 2. Proposal Certification

We hereby submit a Proposal in respect of the provision of Occupational health and Primary Health care services at the Airports Company of South Africa's nine (9) Airports and Corporate office for a period of five (5) years.in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.

- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		202
-------------------------	--	-------------	--	--------	--	-----

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

**ANNEXURE A: PRICING SCHEDULE**

**ANNEXURE B: CLINIC EQUIPMENT LIST**

**ANNEXURE C: STANDARD OPERATING PROCEDURE PERMIT ISSUANCE**

**ANNEXURE D: SERVICEABILITY INSPECTIONS PROCEDURE**

## ANNEXURE A: PRICING SCHEDULE

### Costs

- The service provider will charge ACSA a management fee which will constitute all other relevant costs associated with providing services as per the scope of work.
- The service provider will bill ACSA for the consumables used during the medical examination. Proof of purchase for the consumables to accompany the monthly invoice.
- The service provider will have to sign a lease agreement with ACSA for the use of the clinic at a cost of R1.00 per annum per onsite clinic for the duration of the contract.
- Bidders will be required to pay a R10 000.00 once-off refundable deposit per onsite clinic. This will be further elaborated with the winning bidder(s).
- The service provider shall recover all costs associated with services rendered which are unrelated to occupational health from the patient or stakeholder involved. Service provider shall communicate and provide sufficient information to the users in a transparent manner.
- ACSA will be entitled to a certain percentage of the revenue generated by the Service Provider from the services provided to the Airport Community. A turnover declaration certificate will be required from the Service Provider monthly to determine the turnover due to ACSA. A separate Commercial Contract will be entered into for the works performed on the Sites. This will be negotiated with the winning bidder(s).
- A referral markup percentage for offsite clinics can be charged for all offsite medicals at the regional airports. Bidders will not be allowed to charge prices higher than the agreed markup % in the table below.



**Complete the below pricing schedules for the clusters tendered for:**

**ONSITE CLINIC COSTS- OR TAMBO INTERNATIONAL AIRPORT**

CLUSTER 1	GRAND TOTAL FOR 5 YEAR PERIOD
<b>OR Tambo international Airport</b>	
2x Registered Occupational Nurse	R
1x Occupational Medical Practitioner	R
1x Technician (administrator)	R
Management fee	R
<b>Total excluding VAT</b>	
<b>VAT</b>	
<b>Total including VAT</b>	

COST PER MONTH YEAR 1	COST PER MONTH YEAR 2	COST PER MONTH YEAR 3	COST PER MONTH YEAR 4	COST PER MONTH YEAR 5
<b>OR Tambo international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3	TOTAL COST YEAR 4	TOTAL COST YEAR 5
<b>OR Tambo international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

**ONSITE CLINIC COSTS- CAPE TOWN INTERNATIONAL AIRPORT**

CLUSTER 2	GRAND TOTAL FOR 5 YEAR PERIOD
<b>Cape Town international Airport</b>	
1x Registered Occupational Nurse	R
1x Occupational Medical Practitioner	R
1x Technician (administrator)	R
Management fee	R
<b>Total excluding VAT</b>	
<b>VAT</b>	
<b>Total including VAT</b>	

COST PER MONTH YEAR 1	COST PER MONTH YEAR 2	COST PER MONTH YEAR 3	COST PER MONTH YEAR 4	COST PER MONTH YEAR 5
<b>Cape Town international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3	TOTAL COST YEAR 4	TOTAL COST YEAR 5
<b>Cape Town international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

**ONSITE CLINIC COSTS- KING SHAKA INTERNATIONAL AIRPORT**

CLUSTER 3	GRAND TOTAL FOR 5 YEAR PERIOD
<b>King Shaka international Airport</b>	
1x Registered Occupational Nurse	R
1x Occupational Medical Practitioner	R
Management fee	R
<b>Total excluding VAT</b>	
<b>VAT</b>	
<b>Total including VAT</b>	

COST PER MONTH YEAR 1	COST PER MONTH YEAR 2	COST PER MONTH YEAR 3	COST PER MONTH YEAR 4	COST PER MONTH YEAR 5
<b>King Shaka international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3	TOTAL COST YEAR 4	TOTAL COST YEAR 5
<b>King Shaka international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

**ONSITE CLINIC COSTS- CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

CLUSTER 3	GRAND TOTAL FOR 5 YEAR PERIOD
<b>Chief Dawid Stuurman international Airport</b>	
1x Registered Occupational Nurse	R
1x Occupational Medical Practitioner	R
Management fee	R
<b>Total excluding VAT</b>	
<b>VAT</b>	
<b>Total including VAT</b>	

COST PER MONTH YEAR 1	COST PER MONTH YEAR 2	COST PER MONTH YEAR 3	COST PER MONTH YEAR 4	COST PER MONTH YEAR 5
<b>Chief Dawid Stuurman international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3	TOTAL COST YEAR 4	TOTAL COST YEAR 5
<b>Chief Dawid Stuurman international Airport</b>				
R	R	R	R	R
R	R	R	R	R
R	R	R	R	R

**REFERRAL MARK-UP% FOR OFFSITE CLINICS:**

<b>AIRPORT</b>	<b>REFERRAL MARK-UP% Year 1</b>	<b>REFERRAL MARK-UP% Year 2</b>	<b>REFERRAL MARK-UP% Year 3</b>	<b>REFERRAL MARK-UP% Year 4</b>	<b>REFERRAL MARK-UP% Year 5</b>
King Phalo airport					
Bram Fischer airport					
Upington airport					
Kimberly airport					
George airport					

**RATE FOR SERVICES REQUIRED FOR OFF SITE CLINICS:**

<b>CLUSTER</b>	<b>AIRPORT</b>	<b>RATE PER PERSON FOR FULL MEDICALS (Excl. VAT)</b>	<b>RATE PER PERSON FOR FULL MEDICALS WITH DRUG TESTING (Excl. VAT)</b>	<b>RATE PER PERSON FOR AUDIOMETRY (Excl. VAT)</b>	<b>TOTAL COST FOR HEALTH RISK ASSESSMENT (Excl. VAT)</b>
1	Bram Fischer International Airport				
2	George Airport				
2	Kimberly Airport				
2	Upington Airport				
3	King Phalo Airport				

\*\*\* These costs will escalate annually as per the South African CPI

## **ANNEXURE B: CLINIC EQUIPMENT LIST**

ACSA airports clinics are equipped with, but not limited to –

- An audiometer (i.e. A booth)
- A spirometer.
- A sphygmomanometer (blood pressure meter)
- A weight scales.
- A height scale
- Vital signs monitor
- A glucose meter.
- A cholesterol test meter.
- Visual screening.
- Medicine fridge
- Medical files filing Cabinets.
- An examination room.
- An examination bed;
- Kitchenette with cupboards refrigerator and a boiler.
- Fully fitted reception area (excluding computers printers etc)

Any additional equipment needed will be discussed with ACSA by the winning bidder.

## **ANNEXURE C: STANDARD OPERATING PROCEDURE PERMIT ISSUANCE**

### **1. Scope**

This procedure entails roles & responsibilities for the issuance of permits at King Shaka International Airport.

### **2. Objective**

- To ensure that the permits are in accordance with national regulatory requirements.
- To ensure seamless processing and management of the Permit issuance procedure.

### **3. Standard Operating Procedure**

#### **3.1. THE PERMIT OFFICER SHALL ENSURE:**

- That permits are issued to companies and individuals-based at the airports.

#### **Requirements for Permanent Personal Permit**

- All applicants requiring permits for 6 days to 2 years for the first time or renewing shall be vetted. When the relevant application forms have been fully completed by the applicant and authorised by the nominated sponsor, the following documents must be attached.
  - Certified Copy of South African Document (not older than 3 months)
  - Airside induction certificate
  - Security Awareness Training conducted by the permit office for landside and terminal permits only.
- The permit officer to verify the permit application forms together with the attachments.
- The personnel permanent permits shall be allocated with zones.

#### **Visitor permits / Special Permits– (1 day Permit)**

##### **Requirements for Visitor Permits:**

- shall be issued with an ID or a smart card provided the permit forms is signed by an authorised signatory and the person must be under escort.
- The South African Identity document or Smart Card will be accepted.
- The applicant must be escorted by a valid permit holder at all times.

#### **Adhoc permits (2- 5 days)**

##### **Requirement for Adhoc Permits:**

- The applicant shall complete the relevant application form and it must be signed by the authorised nominated sponsor and attached the following papers: -
  - Certified Copy of South African Document (not older than 3 months)
- Adhoc permits will be issued on a mifare card with a photo of the card holder.
- The adhoc permit shall be allocated with the same zones as permanent permits
- The permit holder shall be escorted by the permanent permit holder.
- The adhoc permit shall not be issued consecutively

### **3.2. PROCEDURES OF PERMIT ISSUANCE**

The permit Officer shall:

- Ensure all applications forms are completed and signed by the authorised person or nominated signatory. (Ad-hoc and permanent personal permits).
- Inform the applicant to follow up on their permit application from 3-5 days.
- Ensure all applications forms are sent to the SAPS vetting office.
- Collect the application forms from the SAPS vetting office.
- Issue permit after the outcome of the background checks.
- Verify the permit application accordingly prior issuance.
- Issue the permit with the relevant zones and icons.
- Issue a photo permit in line with the requirements of the sponsor or applicant.
- Briefed the applicant regarding permit security awareness.

### **4. Security Awareness briefing/ Airside Induction Training**

- Permit office will conduct the security awareness training for those who require landside and terminal permits for 2 years.
- The airside induction training is conducted by ACSA training academy or respective companies that are accredited by the training Academy.
- Airport staff needs to complete permits forms that are signed by the Company Manager or sponsor person, authorising the permit office to issue the permit.
- Colours of the permit will represent zones in which permit holders will be granted access. These colours will enable permit holders to pass through certain areas.
- Permit office will issue a personal permanent permit for those who need airside access provided that the airside training certificate is attached to the permit application form.
- The airside certificate is valid for 2 years.
- Security briefing awareness is valid for 2 years.

### **5. Display of ACSA Permit**

- All security permit holders requiring access to restricted/controlled and/or sterile areas at airport are Required to wear their permits visibly at chest height level on their outer clothing. Failure or refusal to display their permit is a violation which shall result in permits being confiscated.
- If found in a restricted/controlled area of an airport without displaying a permit, the permit holder shall be escorted out of the restricted/controlled area. The permit shall be confiscated pending the outcome of the disciplinary proceedings to be undertaken by the sponsor. The airport reserves the right to criminally charge such a permit holder.
- All vehicles requiring access into the restricted area at airport shall display their permits visibly on the left, lower corner of the windscreen. Special vehicles shall use a license holder where the permit is clearly visible.



- Failure to display a vehicle permit is the direct responsibility of the lawful operator. The airside access for that vehicle shall be withdrawn and the vehicle permit shall be reviewed.

## **6. Equipment**

- Encoder
- Card Reader
- Camera
- Computer

## **7. General**

- Permit Officers shall conduct themselves in professional manner
- Permanent permits will be issued between 08h00 and 14h00. From 15h30 until 16h30 administration of daily work will be done
- Access into the permit office is restricted to the permit office staff and AVSEC Manager as well cleaning and maintenance staff.
- Lost permit will be reissued once affidavit from SAPS has been submitted and at a cost.
- Cash received from applicants will be recorded and banked at the end of business day
- Non- account holders must pay over the counter at the permit office or bring the proof of payment if the payment was done via EFT
- Permit Officer must issue a pink receipt to a stakeholder, attached yellow receipt and attached to the application form.
- At the end of each business day all paperwork must be filed away and it documents are no longer used must be shredded immediately
- Permit officers are not allowed to use personal cell phone at the front cubicle.

**For permit fees and more details, you can contact the following permit offices:**

**CTIA: 021 937 1337**

**KSIA: 032 436 6505**

**ORTIA: 011 921 6633**

**ANNEXURE D: SERVICEABILITY INSPECTIONS PROCEDURE**

**SERVICEABILITY INSPECTIONS  
PROCEDURE**

**AREA OF APPLICABILITY:  
AVIATION SAFETY**

**DIVISION:  
OPERATIONS MANAGEMENT**

## SERVICEABILITY INSPECTIONS

### Table of Contents

1. Scope
2. Objective
3. Definitions and Abbreviations
  - 3.1 Definitions
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  - 4.1 Apron Operations Permit Inspections
  - 4.2. Ad-Hoc Inspections
  - 4.3. Monetary Fines
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  - 4.5 Capturing On The ICMS/Manual System
  - 4.6 Requirements For Operational Vehicles And Equipment
  - 4.7 Licensing And Roadworthiness Certificates
  - 4.8 Inspection Of Dolly's, Trolleys, Trailers And Baggage Wagons
  - 4.9 Inspection Of Dolleys, Trolleys And Trailers And Baggage Wagons:
  - 4.10 Fleet Maintenance Programme
  - 4.11 Other Transport

## **Serviceability Inspections**

### **1. Scope**

This procedure details the process to be followed when Aviation Safety Compliance and Aerodrome Rescue and Fire Fighting Officers at Business Units inspect a vehicle or ground service equipment for serviceability to ensure that it is in fit condition and that no risk is posed towards any operator on the airside.

### **2. Objective**

To ensure that all vehicles and equipment on site are serviceable and meet operational requirements prior to an Apron Operations Permit been issued and to ensure that compliance is maintained during operations.

### **3. Definitions and Abbreviations**

#### **3.1 Definitions**

##### **Apron Operations Permit**

This is a permit issued to vehicles or ground service equipment by the Permit office once a serviceability inspection has been conducted and approved by a Safety Compliance / ARFFS Officer.

##### **Business/Company/ Group/Organisation**

Airports Company South Africa SOC Ltd

##### **Site**

Refers to any Airport, Regional and Corporate Office and can be used interchangeably.

##### **Serviceability**

Serviceability is defined as the visual inspection by Safety/ARFFS Officers of vehicle and ground service equipment to ensure compliance with Vehicle/Equipment Serviceability Certificate Form - SAF 049 and Dolley, Trolley Trailer and Baggage Wagons Serviceability Certificate Form - SAF 050.

#### **3.2 Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
ARFFS	Aerodrome Rescue and Fire Fighting Services
AVSEC	Aviation Security
FCC	Forward Command Centre
FCP	Forward Command Post
FV	Foxtrot Victor
NRTA	National Road Traffic Act
ICMS	Integrated Compliance Management System
SANS	South African National Services

### **4. Procedure General**

There are two (2) inspections that shall be adhered to with regards to serviceability of vehicles and equipment

#### **4.1 Apron Operations Permit Inspections**

- All vehicles and ground service equipment shall be inspected by a Safety/ARFFS Officers prior to an Apron Operations Permit been issued by the Permit Office.
- The Vehicle/Equipment Serviceability Certificate Form - SAF 049 shall be completed and attached to the Vehicle Permit Application Form - AVSEC 002 where a permit is required.

- Where ground service equipment and or a vehicle fail more than 2 (two) serviceability inspection during an application process, the company requiring the permit shall provide a full serviceability/maintenance record prior to AVOP
- These aforementioned documents shall be retained by the Permit Office.

#### **4.2. Ad-hoc Inspections**

- In the event of ad-hoc inspections, the Vehicle/Equipment Serviceability Certificate Form - SAF 049 shall be completed and retained by the Safety/ARFFS Department for audit /review purposes.
- Where a vehicle or ground service equipment is found to be unserviceable, the Apron Operations Permit shall be removed, and an Unserviceable Certificate attached to the windscreen or in the vicinity where the Apron Operations Permit was attached.
- The driver/operator shall be informed to remove the vehicle or ground service equipment immediately from service to the workshop.
- The Permit Office shall be advised at the end of each shift of the permits that were revoked for the day and not returned.

#### **4.3. Monetary Fines**

- Where it is identified that the vehicle or ground service equipment is still being used after it has been declared unserviceable, a monetary fine of five thousand rand (R 5000, 00) shall be issued to the Operations Manager/Fleet Manager of the organisation.
- If a vehicle or ground service equipment of abnormal weight, breaks down and the removal thereof takes longer than four (4) hours to remove from the airside, a monetary fine of one thousand rand (R1000, 00) shall be issued to the Operations Manager/Fleet Manager of the organization as documented in The Safety Enforcement System Procedure - B110 001M.
- The vehicle/equipment shall only be inspected by the Safety/ARFFS Officer to confirm serviceability prior to the unserviceable sticker being removed.

#### **4.4. Tampering with an Apron Operations Permit**

Where any person is found tampering, abusing or making copies of a permit, the Security Department shall be advised, and the necessary action taken as per Aviation Security Department Procedure.

#### **4.5 Capturing on the ICMS/Manual System**

The following instances the violations shall be reported on the system:

- When the vehicle/ground service equipment is declared unserviceable.
- Where the vehicle/ground service equipment is still being used after being declared unserviceable.

#### **4.6 Requirements for Operational Vehicles and Equipment**

The following are operational requirements that shall be met prior to a permit been issued:

- Usage  
These procedures apply to all vehicles and equipment operating airside of a site
- Operational Vehicles and Equipment  
In instances where in the required documentary evidence of the vehicles age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
  - Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (8) years;
  - Heavy commercial passenger vehicles (up to twenty-three (23) passengers) – maximum age eight (8) years;
  - Light commercial load vehicles (Gross Vehicle Mass not exceeding 3500 kg) – maximum age eight (8) years;

- Heavy commercial load vehicles (Gross Vehicle Mass exceeding 3500 kg) – maximum age eleven (11) years;
  - Non motorised equipment – maximum age eleven (11) years;
  - Specialised motorised equipment – maximum age thirteen (13) years and
  - Specialised vehicles – maximum age thirteen (13) years.
- Strobe lights
    - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
    - The amber strobe light shall be visible from all angles.
    - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.

In the event that Aviation Safety Officer/Airfield Services representative /ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification. This violation shall not be taken into consideration for the confiscation of a Security Permit but written warning penalty shall be issued for noncompliance.

- Exceptions to the amber coloured strobe light:
  - SAPS: Blue strobe lights;
  - Emergency Services: Red strobe lights and
  - ARFFS: Red strobe light.
- The following guidelines are recommended for the placement of a strobe light:
  - Forklifts: mounted on overhead steel structure;
  - High Loader: mounted on overhead steel structure close to the driver's seating;
  - Catering vehicles: mounted on roof;
  - Ground Power Unit: mounted on the structure itself;
  - Air Start Systems (trucks): mounted on roof;
  - Conveyors: mounted on structure/roof of driver's cabin;
  - Tugs: mounted on the roof structure;
  - Passenger Aid Unit: mounted on roof;
  - Mobile steps: mounted on driver's area;
  - Cherry picker: mounted on the roof of truck;
  - Busses: mounted on roof;
  - Battery car: mounted on an erected steel frame and
  - Vehicles/Light delivery vehicles / microbus: mounted on roof.
- Signage
  - All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;
  - The vehicle/equipment shall display signage which includes both prefix and a company logo;
  - The registration number of the vehicle/equipment shall not be used as a prefix;
  - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;

- Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
- The company logo need not conform to the above standard, as each company has their specific logo;
- The company's prefix shall be clearly visible and have a minimum of two (2) alphanumerical and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
- The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment;
- It is recommended that the prefix and logo be situated next to one another on the doors but this shall be separated;
- Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment. and
- Where the vehicle/equipment is being escorted, this shall not be required.

- ARFFS Vehicles:

- ARFFS vehicles are exempted from the signage standard but shall be required to conform to displaying the call sign "FV" on the front doors and roof of the ARFFS vehicles;
- The standard shall be either white decals on a red vehicle or red decals on a white vehicle;
- The decals shall be displayed in a retro reflective material;
- The registration number shall not be used on the vehicles;
- Each airport shall have a designated field Command post vehicle that shall in addition to the above display a white and green chequered strip around and over the roof of the vehicle;
- The letter "FCP" shall be displayed on the roof of the "FCO" vehicle and
- The standard for decals on Fire tenders is documented in the ARFFS Procurement Tender Document.

- Exemptions

The following ground support equipment is exempted from having to display the prefix on the roof:

- High Loader;
  - Conveyor;
  - Cargo Tractor;
  - Transporter / Cargomatic and
  - Refuelling Vehicles.
- Battery Cars/Golf Carts  
The prefix is not required on the roof if the battery car/golf cart has a soft canopy as a roof. The company logo is optional on the sides, however the prefix is required.

#### **4.7 Licensing and Roadworthiness Certificates**

- The following motor vehicles are required to have road worthy and licence certificates:
- Water Trucks (WSU);
- Toilet Trucks;
- Passenger Aid Units (HLU built on truck chassis);
- Catering Trucks (CLU);
- Buses (APB that have been adapted for airport use);
- Fuel Hydrant (AFH);
- Fuel Truck (AFT);
- Car (CAR);
- Van (VAN);

- Trailers (SPE);
- Maintenance High Lift Truck (MLU);
- All Modified Commercial Vehicles and
- ARFFS.

- The following vehicles / ground support equipment is exempted from the NRTA and Regulations

- Towbarless Tugs (ATL);
- Conventional Tug (ATC);
- Main Deck Loader (NDL);
- Lower Deck Loaders (LDL);
- Steps for Narrow & wide Body Aircraft (PBS);
- Pallet and Container Transporters (PTC);
- Conveyor Belt Loader (CBL);
- Cargo Tractors (CTU);
- Baggage Tractors (BTU);
- Baggage ULD dollies (BCT);
- Cargo ULD Dollies (PDT);
- Postal/Cargo Cart / Baggage Cart (CCT);
- Cherry Pickers (PUT);
- Passenger Aid Unit (HLU built for purpose);
- Dedicated Airport Buses (ABP);
- Ground Power Units (GPS);
- Air Start Units (ASU);
- Forklifts (FLU);
- Tow Bar (TBR);
- Tail stands (TSU) and
- Golf Carts (SPE).

#### **4.8 Inspection of dolly's, trolleys, trailers and baggage wagons**

##### **4.8.1 Identification markings:**

- All dollies, trolleys, trailers and baggage wagons shall be numbered by the Airside Service Provider so that it is clearly identified.
- A register shall be kept by the Airside Service Provider and can be inspected at any time for any reason by a designated person.
- The register shall indicate the identification that has been allocated to each piece of equipment.

##### **4.8.2 Low Intensity Amber Strobe Light**

Low intensity amber strobe light required power source and is replaced by reflectors and yellow reflective marking strips on dollies, trolleys and trailers.

##### **4.8.3 Marking Strips**



- It is required in terms of Regulation 192A of the road traffic and Road Transportation Legislation that rear and side marking strips are required on all trailers, irrespective of weight or age.
- A continuous reflective strip shall be required to identify at least 80% of the length and width of the trailer which includes motor vehicles and equipment.
- The strips shall comply with SANS 2014, permanently marked with and E above which shall be a letter C denoting contour marking.
- The round reflectors shall be in accordance with Regulation 192 of the National Road Traffic Act, which refers specially to the colour and area to be fitted.
- The regulation states that reflectors shall be fitted to reflect:
  - White colour reflectors to the front;
  - Red colour reflectors to the rear; and
  - Yellow colour reflectors to the side which includes motor vehicles.

#### **4.9 Inspection of Dolleys, Trolleys and Trailers and Baggage Wagons:**

- Where it is identified that the dollies, trolleys and trailers and baggage wagons are unserviceable, the Safety Compliance /ARFFS Officer shall complete the Dolly, Trolley Trailer and Baggage Wagons Serviceability Certificate Form - SAF 050 and inform the driver/operator to remove the dollies, trolleys and trailers and baggage wagons immediately from service to the workshop.
- Where it is identified that dollies, trolleys and trailers and baggage wagons are still been used after it has been declared unserviceable, a monetary fine of five thousand rand (R5000.00) shall be issued to the driver / operator as documented in The Safety Enforcement System Procedure – B110 001M.
- The monetary fine shall be issued to the Operations Manager/Fleet Manger of the organisation.

#### **4.10 Fleet Maintenance Programme**

- In order to ensure that vehicles and equipment are serviceable, all Airside operators shall have a fleet maintenance program in place to ensure that maintenance activities are carried out in accordance with the Original Equipment Manufacturer (OEM) requirements for all vehicles, equipment, dollies, trolleys and trailer and baggage wagons.
- The organisation has the right to audit the Airside operators fleet maintenance program and the fleet Maintenance records.

#### **4.11 Other Transport**

The following means of transport are not permitted on airside:

- Bicycles
- Motor Cycles; and
- Quad Bikes (Bird and Wildlife Officers are exempted).