



Request for Proposals for the Provision of Integrated Waste Management Services for a Period of Three (3) Years at Airports Company South Africa – OR Tambo International Airport

Bid Number: : ORTIA7293/2023/RFP

Issue Date : 2 April 2024

Query Closing Date : 22 April 2024

Briefing Session and Site Inspection Date : 15 April 2024 @ 10 a.m. (BOTH MEETINGS ARE COMPULSORY)

Site Inspection Requirements : Wear reflect jacket/vest, Safety shoes/boots/closed shoes

Bid Closing Date and Time : **02 May 2024 12 P.M (During the day)**




AIRPORTS COMPANY
SOUTH AFRICA

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	ORTIA7293/2023/RFP	CLOSING DATE:	02 May 2024 1	CLOSING TIME:	12 P.M.
DESCRIPTION	Request for Proposals for the Provision of Integrated Waste Management Services for a Period of Three (3) Years at Airports Company South Africa – OR Tambo International Airport				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<ul style="list-style-type: none"> Location of tender box: ACSA North Wings Offices, International Terminal Building 3rd Floor, O. R. Tambo International Airport Gauteng 					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Johnson Mji		CONTACT PERSON	Johnson Mji	
TELEPHONE NUMBER	071 600 3793		TELEPHONE NUMBER	071 600 3793	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Procurement3.KSIA@airports.co.za		E-MAIL ADDRESS	Procurement3.KSIA@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER	MAAA



			DATABASE No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	 Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:



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SECTION 1: INSTRUCTIONS TO BIDDERS



1.1. Access to RFB/P/I documents

Tenders are available on www.etenders.gov.za and 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 PM) on 02 of May 2024 using the following method(s):

1.1.1. Hand delivery:

The bid document must be delivered to the address below and must be addressed as follows:

The tender Box details are:

- **Location of tender box:**
 ACSA North Wings Offices,
 International Terminal Building
 3rd Floor,
 O. R. Tambo International Airport
 Gauteng

1.1.2. Tender box:

The Tender box is located at:

ACSA North Wings Offices
International Terminal Building
3rd Floor
O. R. Tambo International Airport
Gauteng

1.1.3. Email submissions: **NOT ALLOWED, PLEASE DO NOT EMAIL**

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

1.1.4. Proposals must both be 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. **Alternative Bids**

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. However, for this bid alternative bids will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this bid invitation, an offer which materially complies with the requirements of this bid. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this bid document.

1.3. **Late Bids**

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

1.4. **Clarification and Communication**

Name:	Johnson Mji
Designation:	Senior Buyer
Tel:	071 600 3793
Email:	Procurement3.KSIA@airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until 22 of April 2024. 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.

1.4.2. 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.

1.5. **Compulsory Site Inspection and Compulsory Briefing Session**

A **Compulsory Site Inspection and compulsory briefing session** will be held on 15 of April 2024 at 10 (AM). The session will be held at the following location:

- Kudu Boardroom, ACSA North Wings Offices, International Terminal Building 3rd Floor, OR Tambo International Airport, Gauteng

1.6. 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.

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) 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



SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

As a world-class airport and a National Key Point, ORTIA has many accolades and continues to accumulate accolades which illustrate the commitment to maintaining the high standards of a world-class airport facility.

The airport serves as the front-end interface with passengers coming into the province/country, therefore it is important that we make a good first impression at all times to ensure that passengers continue to visit South Africa well into the future.

It is therefore important that ACSA appoint a contractor that will manage and remove waste at OR Tambo International Airport in a sustainable manner at the lowest costs while ensuring compliance to Environmental, Health & Safety and Aviation related legislation.

The service required includes waste collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate landfill/disposal/recycling/repurposing site(s). In addition, OR Tambo International Airport is committed to the reduction of pollution resulting from its activities as well as improving its environmental performance through adopting and implementing approaches that are environmentally sustainable. This comprehensive waste management service will aim to ensure significant reduction of its negative impact to the environment in alignment with the Environmental Management Policies adopted by ACSA.

The OR Tambo International Airport's approach is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site(s) and improve on recyclables. The key objectives for this programme are to:

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

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

Purpose of the tender

The purpose of this tender is to request proposals for the provision of Integrated Waste Management Services at OR Tambo International Airport for a period of three (3) years.

The successful bidder is to ensure that the designated areas are serviced as specified as well as ensure that business continues while the designated areas are being serviced.



2.2 Scope of Work

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

The categories include:

<ul style="list-style-type: none"> ● General Waste <ul style="list-style-type: none"> ○ Wet/Liquid ○ Waste food generated from the airport precinct. ○ Solid waste from the airport precinct. ○ Textile waste (Clothing, discarded uniforms etc.) 	<ul style="list-style-type: none"> ● Hazardous Waste <ul style="list-style-type: none"> ○ Galley waste ○ Oily rags ○ Solvents / sludge ○ Paint containers and used oil cans. ○ Liquids, Aerosols and Gels (LAGS) ○ General solid hazardous waste. (Multiple classifications) ○ General liquid hazardous waste (Multiple classifications) ○ Infectious waste (Related to communicable illness/virus/diseases) ○ Medical waste 	<ul style="list-style-type: none"> ● Recyclables <ul style="list-style-type: none"> ○ Plastics ○ Paper ○ Oil ○ Metal/Sharp objects(security) ○ Food Waste ○ Fluorescent tubes ○ Batteries ○ E-waste ○ Other
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Waste is generated in the following areas:

- Domestic Terminal Building Basement area
- International Terminal Building Basement area
- ACSA Super South airside areas
- ACSA Cargo landside areas
- ACSA Cargo airside areas
- Western Precinct Building Offices area
- Fire station building airside area
- Security Central Terminal Building Screening area (Contractor to collect)
- Terminal A International Screening area (Contractor to collect)
- Terminal B Domestic screening area (Contractor to collect)

SITE SPECIFIC ACTIVITY SCHEDULE

		SCOPE OF WORKS
SITE COLLECTIONS		
Route 1		
Airside Stations <ul style="list-style-type: none"> ● Airside Refuse Transfer Station 		1. Provide 1 x 27m3 Compactor including 2 x 27m3 Compactor bins, equipment supplied, managed and maintained by the service provider. Provide 2 x 18m3 skip covered with net for bird control



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			Provide 1 x 11m3 skip for harzadous waste
		2.	Ensure satellite station is in a clean and hygienic state from commencement of airport operations daily/start of shift.
		3.	Compact and sort waste at the sortation table to be provided by service provider
		4.	Receive FOD waste plastics that have been brought by Acsa personnel. Sort and provide daily report on FOD analysis to Service Manager.
		5.	Service Provider to ensure good housekeeping standards are maintained at all times, site area is 5500m2
		6.	Provide two shifts 3 x General Workers per day for 7 days a week (06:00 – 18:00) Provide two shifts 2 x General Workers per night for 7 days a week(06:00 – 18:00)
		7.	
		8.	In addition the service provider will ensure daily inspections are carried out every morning. The supervisor will determine if deviations from the agreed schedule are required based on site conditions . ACSA may call upon the service provider to amend the schedules from time to time based on prevailing site conditions as well as following assessment of service levels rendered.
	Route 2		
	Airside		
	<ul style="list-style-type: none"> • Cargo Refuse Transfer facility 	1.	Provide 4 x 18m3 skips for wooden/plastic pallets Provide 2 x 11m3 skips Provide 10 x 6m3 (FEL's)
		2.	Ensure collection points is in a clean and hygienic state from commencement of airport operations daily/start of shift.
		3.	Collect full (75% of bins capacity) or soiled wheelie bins and transport by vehicle to the basement sortation facility for processing and cleaning.
		4.	Provide 6 x General workers for 7 days a week responsible for litter picking, removing FOD from the barb wire including general housekeeping of the entire area behind the warehouses.
		5.	Service Provider to ensure good housekeeping standards are maintained at all times.
		6.	
		7.	
		8.	In addition the service provider will ensure daily inspections are carried out every morning. The supervisor will determine if deviations from the agreed schedule are required based on site conditions . ACSA may call upon the service provider to amend the schedules from time to time based on prevailing site conditions as well as following assessment of service levels rendered.
	Route 3		
	Landside		
	<ul style="list-style-type: none"> • Cargo Landside waste Transfer area 	1.	Provide 4 x 6m3 skips (FEL's) Provide 1 x 11m3 at Agent's building
		2.	Ensure collection points is in a clean and hygienic state from commencement of airport operations daily/start of shift.



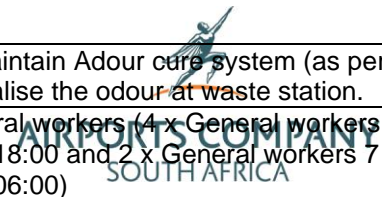
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		3.	Collect full or soiled wheelie bins and transport by vehicle to the basement sortation facility.
		4.	Provide 1 x General worker responsible for house keeping around skips and common areas, including Agents Building.
		5.	Service Provider to ensure good housekeeping standards are maintained at all times.
		6.	
		7.	
		8.	Service Provider to ensure good housekeeping standards are maintained at all times.
	Route 4		
	Landside – Western Precinct Building	1.	<p>Provide 2 x 11m3 Skips supplied by the service provider Provide 15 x 210L wheelie bins supplied by the service provider Provide 1 x sortation table for sorting waste Provide 2 x General workers for sorting waste and housekeeping 5 days a week (Mon – Fri)</p> <p>Service Provider to ensure good housekeeping standards are maintained at all times</p> <p>In addition the service provider will ensure daily inspections are carried out every morning. The supervisor will determine if deviations from the agreed schedule are required based on site conditions . ACSA may call upon the service provider to amend the schedules from time to time based on prevailing site conditions as well as following assessment of service levels rendered.</p>
	Route 5 Security Screening Areas – International, Domestic and CTB		<p>Provide 60 wheelie bins 210L (LAGS and Sharp Objects) to be collected 3 x week and disposed at a licenced waste disposal facility. All bins to be provided with a lock individually and keys to be managed by the service provider. Empty Bins to be decontaminated and returned in a lockable condition to the Terminal Building.</p> <p>Provide 9 hazardous square glass bins with individual locks to be collected once in two months or as and when Security advises.</p> <p>The service provider to report to each Security shift Supervisor for 3 sites before waste can be collected. The Supervisor will inspect each bin and authorise collection by service provider.</p> <p>Provide collection sheet to record collection and be signed and handed over the copy to Security Supervisor.</p>



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			<p>Bins shall be remove out of schedule if the need arise. The Supervisor on duty will make such a call.</p> <p>Provide a vehicle that must be suitable for carrying and transportation of this special type waste safely and responsibly to the waste management site. Disposal Certificate to be submitted to Service Manager. Any waste that can not be recycled must be taken to disposal site (must be a registered and permitted landfill site for hazardous waste)</p> <p>Each vehicle to be manned by 1 x Driver and 1 x Assistant driver. Emergency Procedures (must provide the emergency procedures in case of an incident/accident.</p> <p>The service provider will ensure that broken and damaged bins are taken out of circulation and are replaced.</p> <p>Waste will be taken to material recycling facility (MRF) for sortation and recycling purposes. The MRF must be identified by the service provider and should comply with the requirements for waste management.</p> <p>Any waste that can not be recycled must be taken to disposal site (must be a registered and permitted landfill site for hazardous waste)</p> <p>Service Provider to ensure good housekeeping standards are maintained at all times.</p>
	<p>Route 6 Domestic Refuse Transfer Station</p>		<p>Provide 2 x 11m3 Compactor bins Provide 1 x sorting table (2m x 900m) Provide 2 x 11m3 skips for plastics and newspapers Provide 1 x 11m3 skip for magazine and cardboard Provide 1 x 6m3 skip for glass Provide install and maintain Adour cure system (as per existing one) to neutralise the odour at waste station</p> <p>Provide 2 shifts General workers (4 x General workers 7 days a week 06:00 – 18:00 and 2 x General workers 7 days a week 18:00 – 06:00)</p> <p>Service Provider to ensure good housekeeping standards are maintained at all times</p> <p>In addition the service provider will ensure daily inspections are carried out every morning. The supervisor will determine if deviations from the agreed schedule are required based on site conditions . ACSA may call upon the service provider to amend the schedules from time to time based on prevailing site conditions as well as following assessment of service levels rendered.</p>
	<p>Route 7 International Refuse Transfer Station</p>	<p>1.</p>	<p>Provide 4 x 11m3 Compactor bins Provide 1 x sorting table (2m x 900m) Provide 2 x 11m3 skips for plastics and newspapers Provide 1 x 11m3 skips for magazine and cardboard Provide 1 x 6m3 skip for glass</p>



			Provide install and maintain Adour cure system (as per existing one) to neutralise the odour at waste station.
		2.	Provide 2 shifts General workers (4 x General workers 7 days a week 06:00 – 18:00 and 2 x General workers 7 days a week 18:00 – 06:00)
		3.	Service Provider to ensure good housekeeping standards are maintained at all times
		4.	In addition the service provider will ensure daily inspections are carried out every morning. The supervisor will determine if deviations from the agreed schedule are required based on site conditions . ACSA may call upon the service provider to amend the schedules from time to time based on prevailing site conditions as well as following assessment of service levels rendered.
			Note: The service provider may be called upon to increase or decrease the frequency of collections at the discretion of ACSA.

		SCOPE OF WORKS	
	SORTATION		SCOPE OF WORKS
	SORTING FACILITY		
	Terminal Basement		The total floor area of the sorting facility is approximately: 15.60m wide x 19.6m long x 6.86m high - 2098m3
			Provide the following equipment:
		1.	Suitable sorting table(s) for the sortation process.
		2.	Suitable sorting rack(s) with bulk bags for the sortation process
		3.	Suitable bailing machine(s) for the various waste streams generated.
		4.	General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
		5.	Weigh scale(s) to weigh waste generated and sorted.
		6.	Suitable containers/storage unit(s) for recyclables and non-compactible waste.
		7.	Suitable skips and glass storage unit(s) for the anticipated waste volumes.
		8.	High pressure cleaning equipment to clean wheelie bins, equipment and the sortation facility
		9.	Vehicles and drivers to meet service levels required.
		10.	Odour control unit(s) – ozone machine to be installed within the waste sortation facility.
		11.	Any other equipment not mentioned above but required to meet the service level requirement.
	12.	Make provisions for demarcations and signage for the facility all in accordance with regulatory and legislative requirements.	
	13.	Provide basic cleaning equipment (brooms, mop, scoop – bidder must make provision for detergents in their pricing)	



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Note: Equipment may, during the course of the contract be increased or decreased based on the volume of waste being generated. Contract rates will always apply.
In addition all equipment must be in a serviceable and “good” condition at any given point for the duration of the contract.

		Services
		Perform the following activities:
	1.	Receive separate and sort waste generated accordingly into the various waste streams.
	2.	Preparation of various waste streams for temporary storage and loading into designated containers/storage areas for later disposal.
	3.	Maintaining adequate stock of clean wheelie bins for rotation to all Landside, Airside, Terminal, and satellite areas.
	4.	Compacting of waste for landfill disposal.
	6.	Cleaning of all equipment and wheelie bins.
	7.	Maintain and ensure good housekeeping standards are maintained on a daily basis including deep cleaning on a weekly basis.
	8.	Supply, operate and maintain odour control unit in line with OEM specifications.
		Note: The service provider may be called upon to increase or decrease resources in order to achieve the required service levels all at the discretion of ACSA. Payment will be limited to agreed contract rates should an increase or decrease in equipment or human resources be needed.
		Provide the following equipment:
	1.	Provide sufficient clean bins for waste collection and rotation once full.
	2.	Provide suitable sorting table(s) for the sortation process
	3.	Provide suitable sorting rack(s) with bulk bags for the sortation process
	4.	Provide basic cleaning equipment (Broom, scoop and mop– bidder must make provision for detergents in their pricing)
		Services
		Perform the following activities:
		<u>Domestic Waste Area</u>
	1	Receive waste from stakeholders
	2	Separate and sort waste generated accordingly into the various waste streams.
	3	Make provisions for demarcations and signage for the facility all in accordance with regulatory and legislative requirements.
	4	Maintain access control to facility at all times.
	5	Transferring of domestic waste to the basement waste facility.
	6	Cleaning of all work areas and equipment
Airside Domestic & International Sorting Facility		



	7	Maintain and ensure good housekeeping standards are achieved for the entire facility (Internally & Externally)
		AIRPORTS COMPANY SOUTH AFRICA
		<u>International Waste Area</u>
	1	Receive waste from stakeholders
	2	Ensure all waste streams are correctly stored (temporary storage) and prepare for disposal in all respects.
	3	Make provisions for demarcations and signage for the facility all in accordance with regulatory and legislative requirements.
	4	Maintain access control to facility at all times.
	5	All items stored in the international waste facility (hazardous waste) must be secure at all times.
	6	Cleaning of all work areas.
	7	Maintain and ensure good housekeeping standards are achieved for the entire facility (Internally & Externally)
	Note: The service provider may be called upon to increase or decrease resources in order to achieve the required service levels all at the discretion of ACSA.	

		SCOPE OF WORKS
Disposal of general waste to land fill / alternate methods of disposal	1	Collect and handle compacted and non-compacted general waste.
	2.	To transport compacted and non - compactable general waste to approved landfill site(s) in accordance with relevant regulations and legislation.
	3.	To dispose of general waste at approved land fill site(s) inclusive of all disposal costs.
	4	To provide copies of disposal certificates and waste manifests in line with applicable regulation and legislation.
		Note: 1) The landfill site shall be approved by ACSA upon confirming the the facility meets all regulatory and legislative requirements. 2) The service provider is expected to dispose of waste within the permissible time frame allowed for in applicable regulations and legislations. 3) ACSA reserves the right to direct the service provider to increase the frequency of disposals where the period waste is stored on site is non-compliant with regulation and legislation and/or where waste temporarily stored on site impacts on the facility (Rodents, Pests, Odour, Disease Control). 4) Where the service provider disposes utilising alternate methods the above requirements will still apply.
Disposal of Hazardous Waste to hazardous landfill / alternate methods of disposal		The total floor area of the facility is approximately: 200m2 (volume of facility is 757m3)
		<u>Solid Waste</u>
		<u>General</u>



	Suitable storage units are to be provided for temporary storage of solid hazardous waste which is detailed in the scope of works. Example: Paint cans, oily rags etc.
	Waste is to be suitably disposed in line with applicable regulations and legislation.
	Liquid Aerosols & Gels (LAGS)
	Suitable storage units are to be provided for temporary storage of LAGS.
	Waste is to be suitably disposed in line with applicable regulations and legislation.
	Galley Waste
	Provide colour coded and marked wheelie bins for the disposal of galley waste. Galley waste bins must be washed off-site with an approved disinfectant in line with applicable regulations and legislation. Galley waste from international aircrafts must be disposed of at an appropriate landfill site and be treated in line with applicable regulations and legislation to prevent any potential health risks.
	Waste must be removed at agreed intervals to the landfill site and waste manifests and Certificates of Safe Disposal must be submitted to the Service Manager. Due regard to be given to legislation, regulation and ACSA policy regarding the storage, transportation and disposal of hazardous waste. Full compliance to be achieved at all times.
	Liquid Waste
	A labelled suitable 210 litre metal drum must be provided for storage of waste solvents, thinners and sludge. Liquid waste are to be emptied into the 210 litre drum. Once full, a replacement drum must be provided, and the contents of the full drum be disposed of at an appropriate disposal site. Certificates of safe disposal must be provided for each disposal.
	Hydrocarbon Waste
	Provide for the collection and disposal of hydrocarbon waste. Hydrocarbon waste to be either disposed at approved hazardous waste landfill or disposed utilizing alternate methods of disposal/repurposing/recycling/re-use on an ad hoc basis as needed by and at the discretion of ACSA
	Medical Waste
	Provide for the collection and disposal of medical waste. Medical waste to be either disposed through incineration or disposed utilizing alternate methods of disposal/repurposing/recycling/re-use in line with relevant legislation and regulation.
	Medical waste is separated between 1) waste that may be infected with Covid19 or other infectious disease (Includes gloves, masks and general waste generated from ablutions). 2) Health care risk waste (HCRW) as



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		defined in relevant legislation and regulation which includes but is not limited to sharps and disused medication.
Mixed Recyclables (including Fluorescent tubes, light lamps, Batteries)		General Recyclables
	1.	The service provider will collect all recyclable streams and temporarily store for transfer to recycling facilities.
	2.	The service provider will provide for transportation to recycling facilities.
	3.	The service provider will allow for any costs arising out of the recycling activity.
	4.	The service provider will ensure they continually seek recycling facilities for the various waste streams with the aim of reducing waste to landfill .
	5.	The service provider will ensure that food waste is recycled, service provider is to provide means of reducing moisture content from food waste.
	6.	The service provider will ensure that recyclable waste is suitably packaged for transport from site.
		<u>Fluorescent tubes/ lighting lamps/ components</u>
	7.	A labelled box to be provided for the collection of fluorescent tubes and lamps. Once full, the tubes are to be disposed off per regulatory requirements. A replacement box is to then be provided. Box to be suited for 8ft fluorescent tubes. (Industry standard)
		Batteries
8.	A labelled container(s) suitable for the storage of batteries is to be provided for the collection of batteries. Once full, the batteries are to be disposed off /recycled per regulatory requirements. A replacement box is to then be provided.	
	E-Waste	
9.	A labelled box to be provided for the collection of e-Waste. Once full, the e-Waste is to be disposed off / recycled per regulatory requirements. A replacement box is to then be provided.	
Recyclables Return	1.	Recyclables return will be calculated by multiplying the quantity generated per month against the rate provided and approved at award.
		The total sum of all returns (In rand value) will be carried to the pricing schedule and will provide a discount on the monthly fee.



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COLLECTION SCHEDULE - HISTORIC SCHEDULE PROVIDED AS A GUIDE AND REFERENCE TO BIDDERS							
Route/Area				Frequency			
Route	Area	Bin Type	No of Bins Located per Station at all times	Twice Daily	Every Alternate Day	Three Times Weekly	Daily
Route 1	Airside – Super-south	27m3 Compactor	1		x		
	Airside - Cargo	18m3 Skips	6		x		
	Airside – Fire and Rescue Station (3 times a year)	6m3 Skips	18				
Route 2	WP	11m3 Compactors			x		
	International Basement					x	
	Domestic Basement					x	
	CTB – Security gate					x	
	Terminal A – Security gate		2			x	
	Terminal B – Security gate					x	
	Landside - Cargo					x	
TOTAL			27	Note: Number of bins illustrates number of bins deployed at any given time, bidders must make allowance for additional bins to ensure availability of clean bins for rotation			

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Material Safety Data Sheets

Material Safety Data Sheets & Classification listed below are annexed to the tender documents:

- Empty Paint Tins
- E-Waste
- Fluorescent Tubes
- Oily Cans
- Oily Rags
- Solvent Sludge
- Galley Waste
- Sludge
- Water from Wash Bay Sump
- Diesel
- Diesel engine oil
- Transformer oil
- Sasol engine oil
- Sasol hydraulic oil
- Shell Donax
- Shell Retinax Grease
- Shell Rimula
- Shell Spirax

a. Management of works/services

I. Overview

- i The successful bidder will be required to effectively manage the provision of Integrated Waste Management Services ensuring compliance to all service specifications at all times.
- ii All work shall conform to all relevant SANS standards, OHS ACT regulations, Environmental regulations and all other legislation that might be relevant to the contract and the execution thereof.
- iii All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

II. Planning and programming

- i Normal airport operational hours shall be 24 hours 7 days a week for every day of the year.
- ii All instructions in relation to the contract requirements will be communicated to the person responsible within the successful bidder's management team. The onus is on the successful bidder to instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.
- iii The successful bidder will be required to keep accurate daily records of staff attendance, work, waste records, safety inspections, exception reports etc. Records shall be kept on site and must be made available to ACSA on a daily basis for assessment by the Service Manager. All records shall be in a format as agreed with the Service Manager.

III. Quality plans and control

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the successful bidder will be expected to continuously compile quality plans and quality improvement plans for the ACSA Service Manager. Emphasis must be on improving services provisions and ensuring that work is indeed performed in line with contractual requirements.

- ii The quality management system (QMS) will detail amongst others, but not limited to work methods, work standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.



IV. Safety, Health, Environmental and Risk (SHER)

- i The successful bidder must keep noise and dust levels to a minimum. At no point shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.
- ii At no time shall the successful bidder:
 - a. allow any pollutive or toxic substance to be released into the air or storm water systems.
 - b. interfere with, or put at risk, the functionality of any system or service;
 - c. cause a fire or safety hazard.
- iii The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:
 - a. Environmental policy; and
 - b. Health and Safety policy
- iv The successful bidder shall conduct an environmental, health and safety induction training session prior to the commencement of contract for all resources to be deployed to the contract. An attendance register must be kept in the successful bidders' health and safety file.
- v For any services to be conducted on the Airside, Airside Safety Induction training shall be attended by all resources to be deployed to the Airside and a course fee determined by ACSA shall be paid by the successful bidder. A security permit to access airside shall be issued on production of proof of attendance.
- vi The successful bidder shall:
 - a. Ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the successful bidder prior to commencement of the contract.
 - b. Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
 - c. Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
 - d. Ensure that PPE or Clothing is kept in good working order.
 - e. Clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA reserves the right to remove any person from site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises.
 - f. Appoint a competent person to conduct a risk assessment which will include, but not limited to:
 - i. Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related hazard analysis and evaluation of the identified risks and hazards;
 - ii. A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
 - iii. A monitoring and review plan of risks and hazards;
- vii The Service Manager shall be entitled to fine the successful bidder for each non-conformance to Health and Safety matters. This shall not transfer any of the successful bidders' responsibilities in this regard to the Employer by any means.
- viii The successful bidder shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The



- successful bidder is expected to sign the undertaking in this regard as attached in the annexes.
- ix It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
 - x All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
 - xi All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.
 - xii The successful bidder's Workmen's Compensation fees must be up to date. A copy of the successful bidder's WCA registration shall be produced on request.
 - xiii The following areas in the company are declared as "HOT WORKS PERMIT" areas:
 - a. All airside areas
 - b. All basement areas
 - c. All areas accessible to the public
 - d. All enclosed areas
 - e. The terminal building
 - xiv Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a hot work permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
 - xv Safety equipment shall be used where applicable (e.g. goggles, boots, harness, etc.)
 The successful bidder, at his/her own expense shall provide such equipment, for his/her employees. The successful bidder shall apply the necessary discipline and control to ensure compliance by his workers.
 - xvi All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time
 - xvii No person shall perform an unsafe / unhygienic act or operation whilst on ACSA premises.
 - xviii No unsafe/dangerous equipment or tools may be brought onto or used on ACSA premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use and without affecting the terms of the contract in any way.
 - xix ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
 - xx The successful bidder shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
 - xxi At no time must the successful bidder interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.
 - xxii The successful bidder shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.
 - xxiii Where hoarding, barricades or lighting is required in the execution of the works, The successful bidder shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.



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V. Key personnel

- i A schedule of resources to this Contract (as per the Activity Schedule) will be provided to the Service Manager at the commencement of this Contract. This will, as a minimum, include all persons from general worker level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.
- ii The successful bidder is required to screen all resources to be deployed to the contract and ensure that the following background checks have been performed prior to contract commencement:
 - a. Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse;
 - b. Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract dont pose any operational disruption risks to ACSA;
 - c. Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and
 - d. Any other checks deemed necessary by the successful bidder. Details and the confirmation thereof must be submitted in bidders' responses to this Request for Proposal.

VI. Management meetings

- i The successful bidder will be expected to attend meetings relating to airport maintenance, airport operations, contract management and other issues that may arise from time to time. As far as is practicable, the successful bidder will make all required persons available for these meetings. The successful bidder shall not submit claims for payment for staff attending any of these meetings. The details of all meetings to be attended by the successful bidder will be included in the Service Level Agreement.

VII. Permits

- i The successful bidder shall not be compensated for any additional costs relating to ACSA required permits, nor for labour/time spent in obtaining such permits. An allowance must be made in the Activity Schedule in this regard.
- ii All staff members required to work on site are required to undergo Airside Induction Training prior to application for permit.
- iii The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof at all times. This will include the permit application process.
- iv The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.
- v Note that the successful bidder will have no claim against ACSA in the event that a permit request is refused.
- vi Permit costs must be billed at cost, no mark-up will be allowed on these costs.
- vii The successful bidder will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned/dismissed will not be paid for by ACSA.

- viii The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:



Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

VIII. Proof of compliance with the law

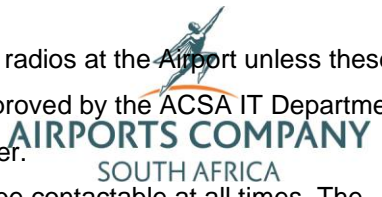
- i ACSA reserves the right to request reasonable proof of compliance from the successful bidder in support of the successful bidder meeting all applicable laws and regulations to the contract. Reasonable time will be given where such proof may not be readily available.

IX. Insurance provided by the employer

- i The insurance details of the employer have been provided under the General conditions of contract. Bidders are advised to seek qualified advice regarding insurance.

X. Cell phones, two-way radios and general communication

- i The use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department. The Supervisor is required to have cell phones/radios for operational requirements and will be assisted in following the application process required by the issuing authority.

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- ii The successful bidder will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT Department. The specifications will be provided to the successful bidder.
 - iii The nature of this contract requires that the Supervisors be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.

XI. Uniforms

- i This contract requires all staff be dressed in a uniform of a standard acceptable to ACSA.
- ii The bidder must clearly define the dress code for acceptance by ACSA, once agreed the successful bidder must ensure compliance at all times.
- iii Non-adherence to uniform proposed and accepted by ACSA would be viewed as a non-adherence to the contract.



2.3 Pricing Schedule. REFER CONTRACT DOCUMENT ATTACHED PAGE 52 OF 90

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, functionality/ Price and Preference, objective criteria. 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	Stage 7
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference.	Objective Criteria	Post tender negotiations. (If applicable)	Security Vetting (If applicable)

3.3 Mandatory Requirements

- a) Submit fully Completed and signed Form of offer C1.1. **Refer attached Contract document. Page 2 of 90**
- b) Bidders must attend the Compulsory Site meeting/inspection and compulsory briefing session. Both meetings are on the same day: 15 April 2024 at 10 a.m.
- c) **A valid Scheduled Activity Permit (SAP) issued by the Ekurhuleni municipality in the name(s) of the bidding entity.**

The schedule activity permit must meet the following criteria

Description	Bidder to clearly state the page number where information can be verified on the Scheduled Activity Permit or provide support document proving the criteria has been met	Confirm Submission (YES/NO)
i. The permit must authorise the bidding entity to handle both hazardous and non-hazardous(general) waste.		
ii. The permit must authorize the bidding entity to collect and dispose waste.		
iii. The permit must authorise the use of vehicle(s) to collect and dispose waste.		
iv. The permit must authorise that the bidding entity can carry out the above activities within the		

bounds of the ekurhuleni municipality.	
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3.5 Functionality

Functionality / Technical Evaluation

The functionality/technical evaluation will be conducted by a Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. The criteria will be as follows:

Threshold

The functional / technical evaluation will be based on a threshold, where bidders who fail to achieve the minimum points will not be considered further in the evaluation process.

It should be further noted that a minimum qualifying score per sub-criterion and overall must be met as set out in the table below:

	Evaluation Area	Max Points	Minimum Threshold
1	Company Experience	50	30
2	Key Staff Resource Experience/Qualifications	50	30
	Total	100	60



#	Evaluation Criteria	Sub-Criteria	Maximum Points	Minimum Points
1.	Bidders Previous Experience (PLEASE SUBMIT REFERENCES LETTERS AS DETAILED BELOW)			
	<p>Bidder is required to provide relevant traceable reference letters reflecting experience on contracts/previous works.</p> <p>Reference letters provided must clearly indicate the following information.</p> <ul style="list-style-type: none"> Client name on letter head Contract start date and end date Contract duration Contract value Clear indication of total tonnage of waste processed in a month (Average monthly tonnage will be accepted if the monthly total varies) A clear indication that the service includes collection / transport of waste, sortation and disposal of waste. A clear indication that the service includes both hazardous and non-hazardous waste. <p>Note: Only contracts which process on average 15 tons of waste per month will be considered</p> <p>Note: Completions letters will only be accepted if the above information is included on the completion letter</p>	<p>1.1. Bidder must provide contactable reference letters for contracts / services of a similar nature to the service required at OR Tambo International Airport</p> <p>Similar shall mean environments such as airports, malls, train stations, conference centres, university, large factories etc. This list is not exhaustive, the bidder shall ensure that sufficient clarity is provided regarding scope of the project / service.</p> <ul style="list-style-type: none"> Less than three (3) years = 0 points Three (3) or more years and less than five (5) years = 30 points Five (5) or more years = 50 points <p>Note: Total years of service will be calculated cumulatively across the letters provided should more than 1 letter be provided.</p> <p>Note: Only contracts/services with a duration of 1 year or more will be accepted</p> <p>Note: Where contracts have not been completed and are still in progress then at least 1 year must have been completed</p>	50	30
2.	Key Personnel Experience and Qualification ((PLEASE SUBMIT CVs AND CERTIFICATES AS DETAILED BELOW)			
	<p>Bidding entity to provide a comprehensive CV for Key Personnel that has previous experience relevant to Waste Management and relevant qualifications.</p> <p>Proof of qualifications must be provided as follows:</p> <p>Contract Manager:</p> <p>1) Diploma or higher in Environmental Management</p> <ul style="list-style-type: none"> 	<p>1) Diploma or higher in Environmental Management</p> <ul style="list-style-type: none"> No qualification = 0 points National Diploma in environmental = 6 points National Diploma and any OHS Training =10 points <p>Evidence: Bidders are required to complete the Summarised CVs for all key personnel and submit detailed copies of CVs and certified copies of certificates and qualifications</p>	10	6



AIRPORTS COMPANY
SOUTH AFRICA

	2.2. Contracts Manager's years of relevant experience in a contract management capacity in the waste services environment.	<ul style="list-style-type: none"> • Less than 3 years = 0 points • 3 to 5 years = 9 points • Greater than 5 years = 15 points <p>Evidence: Bidders are required to complete the Summarised CVs for all key personnel and submit detailed copies of CVs and certified copies of certificates and qualifications</p>	15	9
	Bidding entity to provide a comprehensive CV for Key Personnel that has previous experience relevant to Waste Management and relevant qualification.	<p>Site Supervisor:</p> <p>2.3) Management Qualification</p> <ul style="list-style-type: none"> • No qualification = 0 points • Management Qualification = 6 points • Management Qualification and any OHS Training = 10 points 	10	6
	Bidding entity to provide a comprehensive CV for Key Personnel that has previous experience relevant to Waste Management and relevant qualification.	<p>2.4. Site supervisor years of relevant experience in a supervisory / management capacity in the waste services environment.</p> <ul style="list-style-type: none"> • Less than 2 years = 0 points • 2 to 4 years = 9 points • Greater than 4 years = 15 points <p>Evidence: Bidders are required to complete the Summarised CVs for all key personnel and submit detailed copies of CVs and certified copies of certificates and qualifications</p>	15	9
<p>TOTAL POINTS - Bidders must score a minimum of 60 points of 100 points to be considered for further evaluation. Bidder must also meet the minimum points for each sub-criterion.</p>			100	60

3.5.1. Price and Preference

This is the final stage of the evaluation process and 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. A maximum of 80 points is allocated for price based on the following formulae:



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

Where:

P_s	=	Points scored for price of tender under consideration
P_t	=	Price of tender under consideration
P_{\min}	=	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:

Paste applicable goal here:

Specific Goals	Score	Bidder Score
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	
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3.5.2. Objective Criteria

3.5.2.1. In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks etcetera. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

3.5.2.2. Prescribed objective criteria for this bid

The objective criteria chosen and advanced in this RFP are as follows:

1. To be South African

Bidder must submit a proof that they are South African owned.

N.B: Bidder that do not meet both Objective Criteria requirements will be disqualified and not proceed to the next stage of the process.

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:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Attend to compulsory site meeting and compulsory briefing session (15/4/2024)	
Submit a fully Completed and signed Form of offer and Acceptance C1.1. Refer Contract Document attached. (Page 2 of 90	




AIRPORTS COMPANY
SOUTH AFRICA

<p>d) A valid Scheduled Activity Permit (SAP) issued by the ekurhuleni municipality in the name(s) of the bidding entity.</p> <p>The schedule activity permit must meet the following criteria</p> <ul style="list-style-type: none"> v. The permit must authorise the bidding entity to handle both hazardous and non-hazardous(general) waste. vi. The permit must authorize the bidding entity to collect and dispose waste. vii. The permit must authorise the use of vehicle(s) to collect and dispose waste. viii. The permit must authorise that the bidding entity carry out the above activities within the bounds of the ekurhuleni municipality. 	 <p>AIRPORTS COMPANY SOUTH AFRICA</p>
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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:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit	
Verifiable medical certificate of report as proof of disability (For preference claims)	
Completed in full, signed and submitted Bidder Declaration form (SBD 4). Refer Page 37 of 51 of bid document.	
Completed in full, signed, witnessed and submitted non-Disclosure agreement. Refer Page 43 of 51 of bid document.	
Completed in full, signed and submitted Preference Points Claim Form (SBD6.1). Refer Page 39 of 51 of bid document.	
Completed in full, signed and submitted Declaration of Interest and Politically Exposed Persons Form. Refer Page 35 of 51 of bid document.	

Submit Valid Letter of Good Standing with certificate reference number.	
<p>Letter of intent from proposed landfill disposal and recycling sites that will accept waste streams (Proof of agreement and relevant permits will be requested at award stage)</p> <ul style="list-style-type: none"> • From general waste landfill, unless this stream is repurposed. If repurposed/remediated, the repurposing/remediation entity shall issue letter of intent. • From hazardous waste landfill, unless this stream is repurposed/remediated. If repurposed / remediated, the repurposing/remediation entity shall issue letter of intent. • From recycling facilities for the various waste streams included in the scope of this service. 	
Submit Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Submit Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management	
Submit Certificate of Incorporation of the bidding entity showing ownership split	
Submit Central Supplier Database Report (CSD) with valid registration	

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 (Note to SCM Official request as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)

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:



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

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

Declaration:

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

Signature

Date

Position

Name of bidder

5. 2 BIDDER'S DISCLOSURE FORM SBD 4



AIRPORTS COMPANY SOUTH AFRICA

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Table with 3 columns: 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:



AIRPORTS COMPANY
SOUTH AFRICA

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

² 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.

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

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.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

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

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.



AIRPORTS COMPANY
SOUTH AFRICA

- 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest 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 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 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 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 80/20 preference point system.

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

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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:



Form 5.5: 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 **Procurement3.KSIA@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



AIRPORTS COMPANY
SOUTH AFRICA

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 _____ 2024

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 2024

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



FORM 5.6: 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: **ORTIA7293/2023/RFP**

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 **Request for Proposals for the Provision of Integrated Waste Management Services for a Period of Three (3) Years at Airports Company South Africa – OR Tambo International Airport** 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.



AIRPORTS COMPANY
SOUTH AFRICA

- 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) working days calculated from the closing date for Proposal submission.

Thus, done and signed at		on this the		day of		2024
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	