



**AIRPORTS COMPANY**  
SOUTH AFRICA

**REQUEST FOR BIDS (RFB)**  
**Integrated Waste Management Services for a period of Five (5) Years**  
**at**  
**King Shaka International Airport (KSIA)**

<b>Bid Reference Number</b>	:	DIA6669/2021/RFP.
<b>Issue Date</b>	:	06 September 2021
<b>Optional Site meeting Briefing Session</b>	:	21 September 2021 at 11:00 am 22 September 2021 12:30. <b>Please join via the Link. Link is attached on a word document.</b>
<b>Requirements for the Site Inspection</b> Note: Site meetings could last up to 3 hours	:	Park at the Shaded Parking area for a free of charge parking. Please bring your <b>original</b> ID document, safety shoes/boots and reflective jacket/vest
<b>Queries Closure Date and Time</b>	:	28 September 2021
<b>Bid Closing Date and Time</b>	:	07 October 2021 at 11:00 am
<b>Bid Submission Delivery Address</b>	:	King Shaka International Airport, La Mercy ACSA Reception, Ground Floor - Multi Storey Office Block, Located in the Pick-Up Zone area. Please submit <b>during office hours Mon-Fri (8am – 4pm). Weekends and public holidays closed</b>

**Bidder Name and Telephone Number**

:

**Name:**

**Telephone Number:**

**Contact Person and email address**

:

**Contact Person:**

**email address:**

**Bidder Details / Stamp**

:

## **INTRODUCTION**

Since inception approximately twenty years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BF), Upington (UTN), Port Elizabeth (PLZ), East London Airport (EL), George Airport (GG), Kimberley Airport (KIM) and the Corporate Office (CO).

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

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example; O.R. Tambo, Cape Town and King Shaka International Airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa.

King Shaka International Airport has been accredited for ISO 14001:2015. As such, we strive to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.



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## ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

By signing the *Acceptance of Terms and Conditions of the Bid Document* the Bidder as identified below, has read, understands, and accepts the following:

1. The content of the bid document in its entirety i.e., pages 1 - 48
2. The Bid Procedures.
3. To submit all returnable documents as required.
4. The terms and conditions set forth within this Bid Document i.e., Agreement, and Contract Data.
5. Pricing Data (including the Pricing Schedule or Bill of Quantities).
6. The Scope of Work.
7. Inclusive of all appendices as listed in accordance with the terms set herein.

**Biding Entity Name**

:

**Authorised Signatory Name**

:

**Position**

:

**Signature**

:

**Date**

:

## SECTION 1

### INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Airports Company South Africa invites bidders for:

Integrated Waste Management Services for a period of Five (5) Years at **King Shaka International airport (KSIA)**.

#### 1.1 COLLECTION OF BID DOCUMENTS

Bid documents are available on the following websites from 06 September 2021:

- National Treasury ([www.etenders.gov.za](http://www.etenders.gov.za))
- ACSA ([www.airports.co.za](http://www.airports.co.za))

#### 1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

1.2.1 Any and all communication related to this Bid must be reduced to writing via email, indicating the bid reference number to the official as listed below:

- Name : Mr Johnson Mji
- Designation: Senior Buyer
- Email : [Procurement3.KSIA@airports.co.za](mailto:Procurement3.KSIA@airports.co.za)

1.2.2 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 approval of a recommendation to award this 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.

#### 1.3 SUBMISSION OF BID DOCUMENTS

1.3.1 The bid documents (1 Original and 1 Copy) must be in printed format and sealed in a clearly marked envelope/package marked with Bidder's name, Bid Reference Number and Bid Description and delivered to the following address:

- Airports Company South Africa SOC LTD, King Shaka International Airport, La Mercy,
- MSO Building
- Ground Floor,
- Reception
- Located near the Pick-up zone Area
- For Attention: Johnson Mji
- **PLEASE PARK AT SHADED PARKING AND WALK TO RECEPTION TO SUBMIT YOUR DOCUMENT. There is also limited parking at Pick Up Zone**

1.3.2 Please ensure that Bidder's address is reflected on the back of the envelope / package.

**Bid must be submitted on or before 11:00 am on 07 October 2021 - South African Time**

**1.4 LATE BIDS**

- 1.4.1 Bids which are submitted after the closing date and time will not be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.
- 1.4.2 Airports Company South Africa SOC Limited will not be liable for any late bids.

**1.5 CLARIFICATION AND COMMUNICATION**

- 1.5.1 Request for clarity or information on the bid may only be requested until the 28 September 2021.
- 1.5.2 Any responses to queries or for clarity sought by a bidder will be sent to all the other entities which have responded to this bid.

**1.6 NON-COMPULSORY(OPTIONAL) SITE MEETING/BRIEFING SESSION**

- 1.6.1 There will be a non-compulsory site visit/meeting at **11:00(am) on 21 September 2021** at Airports Company SA SOC LTD, King Shaka International Airport, LA Mercy. Please wait at Reception on the Ground Floor, MSO Building (located near the Pick-Up zone area). There will also be a non-compulsory Microsoft Teams briefing session on 22 September 2021 at 12:30 pm. Please join via the link which is on separate page attached. You can also email your particulars to [Procurement3.KSIA@airports.co.za](mailto:Procurement3.KSIA@airports.co.za) so that I can invite you to a meeting.
- 1.6.2 Bidders must park at the Shaded Parking area in order for their parking tickets to be validated and parking costs waived. Failure to park at the Shaded Parking area will result to parking costs being incurred.
- 1.6.3 ACSA may not be held accountable for loss, damage or injury to the Bidder or the Bidder's property during site inspection session.

**1.7 BID RESPONSES**

- 1.7.1 Bid responses must be strictly prepared and returned in accordance with this bid document.
- 1.7.2 Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document.
- 1.7.3 Request for changes to the submitted proposals will not be allowed after the closing date of the bid.
- 1.7.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.
- 1.7.5 No bidder or any of its consortium / joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

**1.8 DISCLAIMERS**

Bidders must note and accept that ACSA may:

- a. Award the whole or a part of this bid;
- b. Split the award of this bid;
- c. Negotiate with all or some of the shortlisted bidders;
- d. Award the bid to a bidder other than the highest scoring bidder; and / or
- e. Cancel this bid.



**1.9 VALIDITY PERIOD**

- 1.9.1 ACSA requires a validity period of one hundred and twenty (120) working days from date of close of bid.
- 1.9.2 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, ACSA may request extension of the validity of offers.

**1.10 HOT-LINE**

- 1.10.1 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:** 080 0008 080 / **Free Fax:** 080 0007 788 / **Email:** [acsa@tip-offs.com](mailto:acsa@tip-offs.com)

**1.11 SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT BIDS THAT INVOLVE JV PARTNERSHIPS OR SUB-CONTRACTORS / SUB-CONSULTANTS**

- 1.11.1 The following are the options available to bidders who bid as unincorporated Joint ventures, as well as those who will subcontract some of the work or services.

Available Options	Tick (✓) The Chosen Option
1. Letter of authority / Power of Attorney must be issued by the JV partner or subcontractor, giving the other party authority to complete and sign the returnable schedules/forms on its behalf. This letter must be duly signed before the commissioner of oaths.	
2. All members of the Joint Venture or subcontracting companies must co-sign the returnable schedules or forms. This means that all parties to the Bid offer will submit one set of returnable documents with representative signatures from each JV partner or contractor and its subcontractor/s.	
3. Each member of the Joint Venture must sign its copy of the returnable schedule/form. The same is true for the contractor and its sub-contractor/s.	

- 1.11.2 **All parties to the bid (JV Partners and Sub-contractors) must submit all the required returnable documents**

**1.12 CONFIDENTIALITY OF INFORMATION**

- 1.12.1 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.
- 1.12.2 Furthermore, ACSA will not disclose the results of the Bid until the bid process has been finalised.
- 1.12.3 Bidders may not disclose any information given to the bidders and part of this Bid process to any third party without the written approval from ACSA. Please complete the Non-Disclosure Agreement.

## SECTION 2

### EVALUATION PROCESS AND CRITERIA

#### 2.1 EVALUATION PROCESS

ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Mandatory, Functionality and Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements or have not submitted required mandatory documents may be disqualified from the bid process.

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

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

Stage 1	Stage 2 and 3
Compliance to Mandatory Criteria	Evaluate Functionality Price and B-BBEE

## **2.2 STAGE 1: COMPLIANCE TO MANDATORY CRITERIA**

2.1.1 Failure to comply with / satisfy all the mandatory requirements below may result in disqualification of the bid.

PLEASE REFER TO THE ATTACHMENT FOR MANDATORY EVALUATION CRITERIA REQUIREMENTS. REFER TO ATTACHMENT NO 9

## PRICING INSTRUCTION AND SCHEDULE

### 2.2 STAGE 2: EVALUATION OF PRICE AND B-BBEE

#### 2.2.1 Price and B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

#### 2.2.2 Pricing Instructions:

- 2.2.2.1 Bidders must price in accordance with the pricing schedules attached, this will enable ACSA to compare priced offers.
- 2.2.2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.2.2.3 All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).
- 2.2.2.4 Do not leave any area blank in the pricing schedules. (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.2.2.5 All provisional and estimated sums will be reimbursed on proven costs.
- 2.2.2.6 Permit costs:
  - Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
  - No mark-up to be levied on Permit costs.
  - All employees will be checked for criminal records and no permit will be granted to those with criminal records.
  - Cost for lost permits and new employees will not be reimbursed by ACSA.
  - Foreign Nationals will need to provide a valid working permit.
- 2.2.2.7 No price to be levied on items provided by ACSA (e.g. Lease, Water, Electricity, etc.)
- 2.2.2.8 3<sup>rd</sup> Party Procured Items and Services:
  - Spares (material) and sub-contracted work will be charged at cost plus mark-up.
  - VAT will not form part of mark-up calculations.
  - All material supplied must be of good quality e.g SABS approved.
- 2.2.2.9 The Bid offer must be inclusive of VAT.
- 2.2.2.10 The VAT portion must be indicated separately.
- 2.2.2.11 Payment for this contract will be against proven cost.
- 2.2.2.12

**PRICING SCHEDULES: REFER TO ATTACHMENT NO 11**

**FUNCTIONALITY EVALUATION CRITERIA. REFER TO ATTACHMENT NO 11.**

## **SECTION 3**

### **SCOPE OF WORK**

**PLEASE REFER TO ATTCHMENT NO 12.**

#### **3.1 INSURANCE REQUIREMENTS**

PLEASE REFER TO ITEM 6 ANNEXURE F FOR INSURANCE REQUIREMENTS

##### **3.1.1.1 Bidder Acknowledgement**

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. Proof of insurance must be submitted to the satisfaction of ACSA upon award.

**Bidder / Entity Name**

:

**Authorised Signatory Name**

*Duly Authorised Person to Sign*

:

**Position**

:

**Signature**

:

**Date**

:

## SECTION 4

### OTHER ESSENTIAL RETURNABLE DOCUMENTS,

### DECLARATIONS

### AND

### SCHEDULES

#### 4.1 OTHER ESSENTIAL RETURNABLE DOCUMENTS, DECLARATIONS AND SCHEDULES

Bidders are requested to submit other essential returnable documents with the tender documents.

ACSA may request outstanding essential documents during the evaluation process and the bidder will be expected to provide such within a limited period. Failure to provide any outstanding information may lead to a proposal being deemed non-responsive.

#	Other Essential Returnable Documents and Information (Copies of documentation that cannot be verified online, must be certified with an original stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub – Contractor Yes / No
1	<b>ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS BID – REFER PAGE 4.</b> <ul style="list-style-type: none"> <li>Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.</li> </ul>			
2	<b>PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b> <ul style="list-style-type: none"> <li>Bidder to provide Unique Number &amp; PIN</li> <li>The website for self-registration is <a href="http://www.csd.gov.za">www.csd.gov.za</a>.</li> </ul>			
3	<b>TAX CLEARANCE CERTIFICATE REQUIREMENTS</b> <ul style="list-style-type: none"> <li>Bidders are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS.</li> <li>This authorisation must include the bidder's taxpayer's tax reference number and a PIN issued by SARS.</li> </ul>			
4	<b>SBD4: DECLARATION OF INTEREST FORM</b> Form duly completed and signed			
5	<b>SBD6.1: PREFERENCE POINTS CLAIM FORMS</b> <ul style="list-style-type: none"> <li>Form duly completed and signed in terms of PPPFA and its regulations</li> </ul>			
6	<b>B-BBEE CERTIFICATE/SWORN AFFIDAVIT</b> <ul style="list-style-type: none"> <li>Provide sworn affidavit / s or B-BBEE certificate/s as prescribed by the B-BBEE Act. Submit certified copy or original</li> </ul>			
7	<b>SBD8: Declaration of Bidder's Past Supply Chain Practices:</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			

#	<b>Other Essential Returnable Documents and Information</b> <b>(Copies of documentation that cannot be verified online, must be certified with an original stamp)</b>	<b>Main Bidder</b> <b>Yes / No</b>	<b>JV Partner</b> <b>Yes / No</b>	<b>Sub – Contractor</b> <b>Yes / No</b>
8	<b>SBD9: Certificate of Independent Bid Determination:</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
9	<b>Declaration of Correctness of Bid</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
10	<b>Non-Disclosure Agreement</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
11	<b>Record of Addenda</b> <ul style="list-style-type: none"> <li>Issued to bidders before the bid closing date.</li> <li>To be completed only if ACSA issued addenda</li> </ul>			
12	<b>Authority for Signatory</b> <ul style="list-style-type: none"> <li>Authority for Signatory Form duly completed and signed</li> </ul>			
13	<b>Valid Proof of Registration of entity</b> <ul style="list-style-type: none"> <li>Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document</li> </ul>			
14	Certified copies of South African <b>Identity Documents</b> or Valid Passports of Members / Directors / Owner / s (In a case of a sole proprietor or Partnership)			
15	<b>Share Information</b> <ul style="list-style-type: none"> <li>Shareholders / Member / Partner information -</li> <li>Provide Certified copies (<b>Copy with original stamp</b>) of latest Share Certificate / s or Share breakdown.</li> <li>Share Issue Register</li> </ul>			
16	A partnership letter / Partnership agreement (In case of a Partnership)			
17	A Joint Venture Agreement in case of a Joint Venture			
18	<b>Insurance Commitment</b> <ul style="list-style-type: none"> <li>Complete and sign the Insurance Requirements Acknowledgement (located at the end of the scope – section 3</li> </ul>			
19	<b>Valid Letter of Good Standing in terms of COID Act*</b> <ul style="list-style-type: none"> <li>Provide either a Letter of Good Standing or, where applicable a letter of exemption, issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). (Copy with original stamp).</li> </ul> <p>Must be valid at the time of close of bid and a valid certificate must be produced at the time of award if the certificate expires between close of bid and award.</p>			
20	<b>Form of Offer and Acceptance</b> <ul style="list-style-type: none"> <li>Complete and sign form of offer and acceptance</li> </ul>			

## NATIONAL TREASURY CSD REGISTRATION

Provide the relevant information of registration on the National Treasury Central Supplier Database for the Main Bidder / s, JV Partner / s and or Sub-Contractors

	<b>NT CSD Reference Number(MAAA)</b>	<b>NT CSD Pin Number</b>
<b>1. Main Bidder / s</b> :	<input type="text"/>	<input type="text"/>
<b>2. JV Partner / s</b> :	<input type="text"/>	<input type="text"/>
<b>3. Sub-Contractor / s</b> :	<input type="text"/>	<input type="text"/>



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

**Note: Please ensure the updated SARS requirements are satisfied.**

Provide the relevant SARS information of the Main Bidder / s, JV Partner /s and or Sub-Contractors

		SARS Reference Number	SARS Pin Number
<b>1</b>	<b>Main Bidder / s</b>	<b>:</b>	<div style="border: 1px dashed black; width: 100%; height: 40px;"></div>
<b>2</b>	<b>JV Partner / s</b>	<b>:</b>	<div style="border: 1px dashed black; width: 100%; height: 40px;"></div>
<b>3</b>	<b>Sub-Contractor / s</b>	<b>:</b>	<div style="border: 1px dashed black; width: 100%; height: 40px;"></div>

**Please submit Tax Compliance Status with Pin Expiry date**

**DECLARATION OF INTEREST**

**SBD4**

1. Any legal **person**<sup>0</sup>, including persons employed by the **state**<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

1.1 the bidder is employed by the state; and / or

1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative :

2.2 Identity Number :

2.3 Position occupied in the Company (Director, Trustee, **Shareholder**<sup>2</sup>, Shareholder) :

2.4 Company Registration Number :

2.5 Tax Reference Number :

2.6 VAT Registration Number :

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in Paragraph 4 below.

2.7 Are you or any person connected with the bidder presently employed by the state?  Yes  No

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member :

- Name of state institution at which you or the person connected to the bidder is employed :

- Position occupied in the state institution :

- Any other particulars :

**DECLARATION OF INTEREST**

**SBD4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

**Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid**

2.7.2.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders /members or their spouses **conduct business** with the state in the previous twelve months?

Yes	No
-----	----

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/ or adjudication of this bid?

Yes	No
-----	----

2.9.1 If so, furnish particulars

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars

**DECLARATION OF INTEREST**

**SBD4**

**3. Full details of Directors / Trustees / Members / Shareholders:**

Full Name	Identity Number	Personal Tax Reference Number	Employee / Personnel Number

**4. Declaration:**

I, the undersigned (name).....  
 certify that the information furnished in Paragraphs 2 and 3 above is correct. I accept that the State may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

**Bidder Name** :

**Name** :

**Position** :

**Signature** :

**Date** :

**Definition:**

<sup>1</sup> **“State”** means:

- a. any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. any municipality or municipal entity;
- c. provincial legislature;
- d. national Assembly or the national Council of provinces; or
- e. Parliament.

<sup>2</sup> **“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

<sup>3</sup> **“Legal Person”**: an individual, company, or other entity which has legal rights and is subject to obligations.

**PPPFA CLAIM FORM**

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this bid shall be awarded for:

- a. Price; and
- b. B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system) Bidder must use the 80/20 table to claim BBEE Points
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> ✓	<b>QSE</b> ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....



8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....

## DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Tick Box	
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

## DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

### 5. Certification

I, the undersigned (name) .....  
certify that the information furnished on the Declaration Form is true and correct

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

**Bidder Name** :

**Name** :

**Position** :

**Signature** :

**Date** :

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

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

<sup>1</sup> ***Includes price quotations, advertised competitive bids, limited bids and proposals.***

<sup>2</sup> ***Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.***

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**Bid ref: DIA6669/2021/RFP - The Integrated Waste Management Services for a period of Five (5) Years.**

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

**Airports Company South Africa: King Shaka International Airport (ACSA-KSIA)**

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

I certify, on behalf of: ..... that:  
**(Name of Bidding Company)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

9. 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.
10. 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.

<b>Bidder Name</b>	:	
<b>Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

**Js914w 2**

<sup>3</sup> **Joint venture or Consortium** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## DECLARATION OF CORRECTNESS OF BID

<b>Bidder Name</b>	:	
<b>Authorised Signatory Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

Hereby declare that the information furnished in the bid is entirely true and correct; and the bid is submitted on condition that the Bidder; its facilities, etc., shall at any stage be subject to inspection.

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into between:

- |     |                                       |   |                               |
|-----|---------------------------------------|---|-------------------------------|
| 1.  | Bidder Name                           | : |                               |
|     | Herein represented by                 | : |                               |
|     | Identity Number / Registration Number | : |                               |
| and |                                       |   |                               |
| 2.  | Bid Requestor                         | : | Airports Company South Africa |
|     | Herein represented by                 | : |                               |
|     | Identity Number / Registration Number | : | 1993/004149/30                |

### 1. THE PARTIES

1.1 The parties to this agreement are:

1.1.1

---

1.1.2 Airports Company South Africa

### 2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*

2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to ..... pursuant to this agreement, whether written, graphical or oral, including but not limited to*

2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures

2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential

2.2.1.1.4 Products, drawings and plans

2.2.1.1.5 Marketing information of whatsoever nature or kind;



2.2.1.1.6 Financial information or whatsoever nature or kind

**NON-DISCLOSURE AGREEMENT**

2.2.2 Parties:

2.2.2.1 ..... *and the Airports Company South Africa*

2.3 A reference to a third party includes that party’s successors and permitted assigns

2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time

2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement

2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

**3 RECITALS**

3.1 The Airports Company South Africa will disclose certain confidential and proprietary information and data to ....., for the purposes of devising a proposal on the independent environmental compliance auditing and reporting for the Airports Company South Africa.

**4 BASIS OF DISCLOSURE OF INFORMATION**

4.1 ..... acknowledges that

4.1.1 The undertakings given by it are absolutely essential to protect the interests of the Airports Company South Africa

4.1.2 The unauthorized use or disclosure of the confidential information disclosed to it may lead to the Airports Company South Africa suffering very substantial and irreversible damages

**5 UNDERTAKINGS**

5.1 ..... undertakes

5.1.1 To use the confidential information disclosed to it solely for the purposes of assessing the data for devising a proposal on conducting an independent environmental compliance auditing; and no other purpose whatsoever

5.1.2 To treat as confidential and not to disclose any confidential information to any person whatsoever

5.1.3 To take all reasonable steps to prevent the copying of the said confidential information by any means without the prior written approval of the Airports Company South Africa

5.1.4 To conduct research in the utmost good faith

5.2 The undertakings contained in 5.1 will apply during the operative period and indefinitely thereafter

5.3 The above undertakings will not apply to any confidential information

5.3.1 Which is already known or in the possession of ..... at the time of the discussion relating to the proposed research, provided such possession is evidenced by the written records of ..... existing at the date hereof.

## NON-DISCLOSURE AGREEMENT

- 5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default of .....or by the breach of this agreement by .....
- 5.3.3 Which has lawfully become known by ..... of ..... on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

### 6. ARBITRATION

- 6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban
- 6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

### 7 NOTICE

7.1 Any written notice in connection with this agreement may be addressed

7.1.1 In the case of:  
 Airports Company South Africa  
 P.O. Box 57701  
 King Shaka International Airport  
 4407  
 South Africa

7.1.2 In the case of

.....

.....

.....

.....

- 7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party’s address in terms of this sub-clause
- 7.3 On delivery, if delivered to the party’s physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents
- 7.4 On despatch, if sent to the party’s then Telefax number and confirmed by registered letter posted no later than the next business day
- 7.5 A party may change that party’s address and Telefax number for this purpose, by notice in writing to the other party
- 7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)
- 7.6.1 In the case of:  
 Airports Company South Africa  
 South Africa
- 7.6.2 In the case of

.....

## NON-DISCLOSURE AGREEMENT

### 8. GENERAL

- 8.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of this agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement
- 8.2 Neither party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement
- 8.3 No contract varying, adding to, deleting from, notating or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties
- 8.4 No indulgence granted by a party shall constitute a waiver or abandonment of any of the party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future
- 8.5 Save as set out in this agreement, neither party may cede rights nor delegate any obligations in terms of this agreement without the written consent of the other party

### 9. ACCEPTANCE

In Witness Whereof, this Agreement has been executed by each of the parties as of the date first set forth above

**Signed at** :

**On date** :

**Service Provider** :

**Witnesses 1** :

**Witnesses 2** :

**Signed at** :

**On date** :

**Employer** :

Airports Company South Africa

**Witnesses 1** :

**Witnesses 2** :

### RECORD OF ADDENDA TO TENDER DOCUMENTS

Bidder must complete the table below in the event that clarification, additional information or revised bid document of part thereof was issued to bidders after the tender issue / briefing meeting date.

We confirm that the following communications received from the Airports Company South Africa – SCM Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

#	Date	Title or Details

<b>Bidder Name</b>	<b>:</b>	
<b>Authorised Signatory Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

## AUTHORITY FOR SIGNATORY

*Fill in the relevant portion applicable to the type of organization*

### A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the Board of Directors / necessary authority authorising the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

### AUTHORITY BY BOARD OF DIRECTORS / NECESSARY AUTHORITY

By resolution passed by the Board of Directors / necessary authority on :

Mr / Mrs / Ms :

whose signature appears below) has been duly authorised to sign all documents in connection with this Tender on behalf of

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned :

hereby confirm that I am the sole owner of the business trading as:

Name of Company :

Signature :

Witness :

Date :

## AUTHORITY FOR SIGNATORY

### C. PARTNERSHIP

The following particulars in respect of the partner / s must be furnished:

Full Name Of Partner	Residential Address	Signature

We, the partners in the business trading as :

hereby authorise :

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of

Signature :

Date :

Signature :

Date :

Signature :

Date :

## AUTHORITY FOR SIGNATORY

### D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Close Corporation.

Name of Close Corporation :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Witness :

Date :

## AUTHORITY FOR SIGNATORY

### E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Co-Operative.

Name of Co-Operative :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :



## AUTHORITY FOR SIGNATORY

### F. JOINT VENTURES

If a Tenderer is a joint venture, a certified copy of the resolution / agreement passed / reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed / reached by the joint venture partners on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signatures appear below, has been authorised to sign all documents in connection with this bid on behalf of this Joint Venture.

Name of Joint Venture :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

## AUTHORITY FOR SIGNATORY

### G. CONSORTIUM

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Consortium

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

## FORM OF OFFER AND ACCEPTANCE

### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the:

**Integrated Management Waste Services for a period of Five (5) Years at King Shaka International Airport.**

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidders offer to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS	
	<b>R</b>

*In Words*

*In Numbers*

The Bidder confirms that they have read the Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Bidder / Entity's Name</b>	<b>:</b>	
<b>Represented By</b>	<b>:</b>	
<b>Capacity</b>	<b>:</b>	
<b>Signature</b>	<b>:</b>	
<b>Date</b>	<b>:</b>	

## FORM OF OFFER AND ACCEPTANCE

**For the Bidder:**

*(Insert name and address of organisation)*

<b>Bidder / Entity's Name</b>	:	<input type="text"/>
<b>Address</b>	:	<input type="text"/>
<b>Witness Name</b>	:	<input type="text"/>
<b>Signature</b>	:	<input type="text"/>
<b>Date</b>	:	<input type="text"/>

### B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract, that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Attached Appendices

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

## FORM OF OFFER AND ACCEPTANCE

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Name of Employer** :

**Address** :

**Telephone Number** :

**Facsimile Number** :

**Name**

(of person authorised to sign on behalf of the Bidder)

:

**Capacity** :

**Signature** :

**Date** :

**Witness Name** :

**Signature** :

**Date** :

## FORM OF OFFER AND ACCEPTANCE

### C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Bid documents issued by ACSA prior to the Bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject** : Subcontracting

**Details** : The Contractor shall not sub-contract more than 25% of the Contract Price to another enterprise that does not have equal or higher (better) B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

2. **Subject** :

**Details** :

3. **Subject** :

**Details** :

4. **Subject** :

**Details** :

5. **Subject** :

**Details** :

## FORM OF OFFER AND ACCEPTANCE

By the duly authorized representatives signing this Schedule of Deviations, ACSA and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and ACSA this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the Bidder:

<b>Bidder / Entity's Name</b>	:	
<b>Address</b>	:	
<b>Name</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	
<b>Witness Name</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

## FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

**Name**

:

**Signature**

:

**Date**

:

**Witness Name**

:

**Signature**

:

**Date**

:



**SECTION 5: Bid Completion Check List and things to note very carefully.**

Item #	Item Description	Completed	Signed	Supporting Documents Included
1	Bid Number, site meeting details, Bid closing date, Submission delivery details. Page 1			
2	Acceptance Of The Terms And Conditions Of This Bid – Refer Page 5			
3	Where to direct your queries page 6			
4	Compliance to Mandatory Criteria page 10			
5	Pricing schedule, Scope of work, Functionality Criteria Page 11 and 12			
6	Insurance Requirements page 12			
7	Other essential documents page 13			
8	Proof Of Registration On National Treasury Central Supplier Database (CSD) Page 15			
9	Tax Clearance Certificate Requirements Page 16			
10	Declaration of Correctness of Bid 30			
11	PPPFA Claim Form page 20			
12	Declaration of Bidders Past Supply Chain page 25			
13	Declaration of Interest 17			
14	SBD9: Certificate of Independent Bid Determination page 27			
15	Non-Disclosure Agreement page 31			
16	Record of Addenda page 35			
17	Authority for Signatory page 36			
18	Form of Offer and Acceptance page 42			