REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER THE SERVICE OF, REMOVAL OF RUBBER DEPOSITS AT O.R TAMBO INTERNATIONAL AIRPORT, KING SHAKA INTERNATIONAL AIRPORT AND REGIONAL AIRPORTS (KIMBERLEY, UPINGTON, BRAMFISCHER, GEORGE, EAST LONDON, PORT ELIZABETH) FOR A PERIOD OF 4 YEARS AT AIRPORTS COMPANY SOUTH AFRICA’S (ACSA) SOC PTY LTD.

Tender Number: COR 5823/2018/RFP

Issue Date: 21 June 2019

Closing Date: 12 August 2019 at 11:00AM

Compulsory Briefing Session Date and Time: 28 June 2019 at 10:00AM (O.R TAMBO INTERNATIONAL AIRPORT, ACSA OFFICES, 4TH FLOOR, TLOU BOARDROOM)

<table>
<thead>
<tr>
<th>Bidding Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative Name</td>
<td></td>
</tr>
<tr>
<td>Entity with a BBBEE Level 1 – 4</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
INDEX

1. Section 1: Instructions to Bidder
   1.1. Collection of RFP document
   1.2. Submission of bid documents
   1.3. Late Bids
   1.4. Clarification and Communication
   1.5. Compulsory briefing session
   1.6. Bid Responses
   1.7. Disclaimers
   1.8. Validity Period
   1.9. Confidentiality of information
   1.10. Anti-Corruption Hotline

2. Section 2: Background, Purpose and Scope of work
   2.1. Background
   2.2. Purpose
   2.3. Scope of work
   2.4. Minimum Requirements

3. Section 3: Preference Points and Price
   3.1. Preference points claims
   3.2. Maximum point allocation
   3.3. Definitions
   3.4. Adjudication using a point system
   3.5. Award of business where bidders have scored equal points
   3.6. Points awarded for price
   3.7. Points awarded for B-BBEE status level of contribution
   3.8. B-BBEE Declaration Form
   3.9. Sub-Contracting
   3.10. Declaration regarding the Bidder

4. Section 4: Evaluation Criteria
   4.1. Overview
   4.2. Pre-qualification
   4.3. Mandatory Requirements
   4.4. Functionality/Technical
   4.5. Price and B-BBEE
5. Section 5: Returnable documents

5.1. Mandatory documents
5.2. Other returnable documents
5.3. Validity of submitted information

6. Appendices

Appendix A  Certificate of Authority to sign tender
Appendix B  Declaration of Interest form
Appendix C  Declaration of forbidden practices form
Appendix D  Briefing session form
Appendix E  Acceptance of RFP Terms and conditions
Appendix F  Company registration documents
Appendix G  Joint Venture (JV) Agreement (If applicable)
Appendix H  Latest Verified/Prepared/Audited Financial Statements
Appendix I  Tax Clearance Certificate
Appendix J  Original or Certified copy of B-BBEE Certificate
Appendix K  Company profile
Appendix L  Central Supplier Database Report
Appendix M  Reference Letter Template
Appendix N  CVs of Key Resources
Appendix O  Airside Vehicles Requirements
Appendix P  Airside Policy
Appendix Q  Airside Vehicle Application Form
Appendix R  OHS Specification
Appendix S  Proof of Vehicle Ownership
Appendix T  Quality Management Systems
Appendix U  Letter of Good Standing
1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFB documents


1.2. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted **STRICTLY** on or before **12 AUGUST 2019 at 11:00 AM**.

1.2.1. Hand delivery:

The bid document must be delivered to the Tender Management Office located at the address below:

**Tender Box A**

The Tender Box A is located at
ACSA Office
North Wing
3rd Floor
**OR Tambo International Airport**

Bids must be in duplicate (an original printed document and one printed copy of the original). The original document will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original document will take precedence.

1.3. Late Bids

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

Name: Dineo Mathabatha

Designation: Category Specialist

Tel: 011 723 7986

Email: Dineo.mathabatha@airports.co.za

1.4.1. Request for clarity or information on the tender may only be requested until Monday 05 AUGUST 2019 at 16:00 (PM). All responses for queries or for clarity sought by a bidder will also be sent to all other entities which have responded to the Request for Bids within forty-eight (48) hours of clarification sought.

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

1.5. Compulsory Briefing Session

Compulsory briefing session shall be held at ACSA Airport on the date and time stipulated below:

Airports Company South Africa (ACSA)

O.R Tambo International Airport

ACSA Offices, 4th floor, Tlou Boardroom

Date: 28 June 2019, Friday

Time: 10:00 – 11:00AM
1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders will be disqualified where they have not materially complied with any of ACSA’s requirements in terms of this tender document. Changes to the bidder’s submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

1.7. Disclaimers

It must be noted that ACSA has the right to:

1.7.1. Award the whole or a part of this tender;
1.7.2. Split the award of this tender;
1.7.3. Negotiate with all or some of the shortlisted bidders;
1.7.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
1.7.5. To reject the lowest acceptable tender received; and/or
1.7.6. Cancel this tender.

1.8. Validity Period

1.8.1. ACSA requires a validity period of one hundred and twenty (120) working days calculated from the closing date for Bid submission. During the validity period of the tender the prices which have been quoted by the bidder must remain firm and valid.

1.8.2. 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.

1.9. Confidentiality of Information

1.9.1. ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore,

1.9.2. ACSA will not disclose the names of bidders until the tender process has been finalised, whereby all participants will be published on National Treasury eTender Portal.

1.9.3. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult
with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0867 261 681

Email: acsa@thehotline.co.za

1.11. By submitting a bid, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA will seek further legal action if the bidder fails to comply with this paragraph 1.11.
2. **SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK**

2.1. **Background**

- Since inception approximately 24 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), King Shaka (KSIA) and the other sites are: Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport and Kimberley Airport.

- 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.

2.2. **Purpose of this Tender**

The scope of works entails the provision of the following service. The Scope will cover the following:

- Removal of rubber deposits and paint markings.

2.3. **Scope of Work**

Work will only take place when needed and upon instruction by the Service Manager and or his delegates from the respective airports. In all instances, work shall only be undertaken as per ICAO standards and upon instruction by the Services manager.

2.3.1. **Service Required**

The nature of the contract is as follows:

a) The Service Manager’s expectation is that for the Service Provider to be available at all times when called upon to do so. Plant and equipment, the teams and material supplies shall be available as and when required at all times.

b) There is no guarantee of work. It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works. The scope of the works may be reduced at any time before or during the contract period. The work will take place on an ad hoc basis, thus, with regards to staff costs, the staff shall only be reimbursed for the actual time worked.

c) The Service Provider is responsible for ensuring that the runway is free of rubber deposits at the end of each work shift and, as and when required to vacate the runways. The vacuum and broom unit contained within the unit shall be sufficiently powerful and of sufficient capacity to remove the dislodged debris from the surface and store the debris. The water and debris shall be vacuumed such that it is not allowed to drain onto the runway centre, shoulders or subsoil drains.
d) Rates will include the provision for direct costs incurred for obtaining all personal and vehicle permits i.e. safety induction, AVOP (cost to cover vehicle branding, vehicle strobe lights), installation of vehicle squitters (“A-SMGCS” - “advanced surface movement guidance control system” installed and operated by ATNS) and all the necessary requirements for vehicles etc. to gain Airside access, subject to the Service Manager’s approval. The provisional sum for permits is a once of fee, should it be depleted the service provider shall then cover the additional costs thereof. Please see attached current costs for permits.

e) The tendered lump sum shall represent full compensation for all costs incurred for the attendance of the Airside induction course for all the Service Provider’s personnel and for all costs associated with the provision of all necessary permits as required by ACSA for the enablement of the project.

f) The cost shall cover all fixed and time related obligations pertinent to this item, wherever applicable. The contractor is to have a full understanding of the effect of the works on flight operations and he must be able to plan per flight schedules and adjustments thereof. Except where instructed, works will take place at night (23:00-04:30). Times are subject to change.”

**2.3.2. Frequency of Runway Rubber Removal**

ICAO Airport services manual: Part 2 should be used for determination of the frequency and timing of runway rubber removal. The frequency has been designated in regard to operating condition of turbo-jet aircraft at a respective airport. Table 2 below shows the rubber removal frequency in accordance with the Airport services manual: Part 2:

**Table 2: Recommended Rubber Removal Frequency (extract from Annex 14 – Attachment A)**

<table>
<thead>
<tr>
<th>Daily turbo-jet acroplanes landings on runway end (H)</th>
<th>Annual acroplanes mass for runway end (million kg)</th>
<th>Minimum friction survey frequency (M)</th>
<th>Minimum rubber removal frequency (N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 15</td>
<td>less than 447</td>
<td>once per year</td>
<td>once every 2 years</td>
</tr>
<tr>
<td>16 to 30</td>
<td>448 to 838</td>
<td>once every 6 months</td>
<td>once every year</td>
</tr>
<tr>
<td>31 to 90</td>
<td>839 to 2 404</td>
<td>once every 3 months</td>
<td>once every 6 months</td>
</tr>
<tr>
<td>91 to 150</td>
<td>2 405 to 3 969</td>
<td>once every month</td>
<td>once every 4 months</td>
</tr>
<tr>
<td>151 to 210</td>
<td>3 970 to 5 535</td>
<td>once every 2 weeks</td>
<td>once every 3 months</td>
</tr>
<tr>
<td>greater than 210</td>
<td>greater than 5 535</td>
<td>once every week</td>
<td>once every 2 months</td>
</tr>
</tbody>
</table>

The frequencies could be adjusted depending upon:

- the type, mix and frequency of aircraft operating on the runway;
- the specific micro- and macro-texture characteristics of the pavement surface;
- the presence, extent and severity of surface contaminants especially rubber build-up;
- any recent construction or maintenance of the pavement surface, and
• the results of past friction measurements

**Working at night:**

a) The applicable work hours will thus be both day and night depending on airport however work is mostly at night mostly between **23:00 to 04:30am** the following morning. The Service Provider is also to note that escort services will be provided by ACSA for vehicles entering the restricted areas where work is taking place.

b) All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence when the Service Provider makes all equipment available, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

c) Upon request, the Service Provider shall make available a mobile flood light tower (These costs need to be included as part of the tender).

d) The Service Provider shall provide for artificial light to ensure the proper execution of the work in terms of the contract. The artificial lighting consists of at least the following:
   - At least 4 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as a pavement length of 50m by 10m wide in which night work is being done. The light in a work area shall be a minimum of 75 lux.
   - The power systems shall comply with the Machinery and Occupational Safety Act No 6 of 1983 as amended, and the Standard Regulation for Wiring of Premises of the South African Institute of Electrical Engineers.

**2.3.3. Removal of Rubber Deposits from Runways: Scope**

a) This section covers the removal of rubber deposits from the surface of runways through the application of quantities of water under pressure at the pavement surface and heating or burning of the contaminants.

b) Runway is located on the Airside (restricted area).

c) Friction testing on runway is performed by the Service Team across the Airports. Should the Friction Testing indicate that rubber removal is required, the Service Provider will be required to carry out additional rubber removal at the quoted bid price.

d) The runway surface to be treated is generally in the touch-down areas where in-pavement lights, surface paint markings, grooving and cable slots form part of this area. The rubber deposit generally covers the central portion of the touch-down areas.
e) It may be necessary to vacate the runway when requested to do so, to 50m from the runway edge and within 15 minutes following notification.

2.3.4. Standing Time

Standing time refers to direct plant/equipment and labour costs incurred during delays that are attribute only to the airport authorities. No unforeseen delays due to inclement weather, industry strikes, unforeseen proclaimed public holidays or any other delays will be paid for under this item whatsoever. Rates under this item shall include for any additional direct plant, operator and labour costs incurred by the service provider during such delays. All supervision costs will be deemed to be part of the service provider’s general obligations and no additional items will be paid under this item for foremen or managers, etc. No monetary compensation shall be paid for the delays.

2.3.5. Method of Work

a) Rubber deposits and paint must be removed using Specialised Airport Runways Rubber Removal Machinery only.

b) The only method allowed at ACSA operated Airports for rubber removal is the usage of high pressure water jet without any chemicals.

c) The Specialised Airport Runways Rubber Removal Machinery must simultaneously remove and collect the released deposits by vacuum system and store it inside the filtered tanker system within the machinery during the rubber removal operation.

d) The generated waste shall be safely disposed of at an approved disposal site. Service provider to identify the disposal site and have authority to dispose prior to tendering for the service. Service provider is required to provide the disposal certificate to ACSA Maintenance as the proof of safe disposal before payment is released.

2.3.6. Specified Equipment for Service:

a) Specialised Rubber Removal Machinery suitable for Airport Runways (fitted with high pressure pumps, integrated vacuum deposit recovery system, self-contained water tanks, removed deposit storage tank).

b) The rubber removal and auxiliary equipment must be a single unit in order to ensure expeditious runway evacuation. The minimum production rate of the equipment shall be 1500 square meters per hour.

c) Comprehensive information on equipment must be provided.

d) Bidder to provide visual evidence of this specialised equipment to be used.
2.3.7. Legislation

The Contractor shall comply with all applicable laws, rules and regulations including without limitation of the following;

a) Air Traffic and Navigation Services Company Act, No.45 of 1993
b) Airports Company Act, No.44 of 1993
c) Aviation Act, No.74 of 1962
d) Aviation Laws Amendment Act, No 82 of 1997
e) Carriage by Air Act, No.17 of 1946
f) Civil Aviation Offences Act, No.10 of 1972
g) South African Civil Aviation Authority Act, No.40 of 1998
h) National Key Points Act, No. 102 of 1990
i) National Road Traffic Act, No 93 of 1996
j) The ACSA Permit regulations
k) Occupational health and safety act 85 of 1993
l) Labour Relations Act
m) All other applicable legislation.

2.3.8. Permit Requirements Access to Land / Buildings / Sites

a) Each staff employed at the airport must have a valid ACSA security permit, obtainable from the ACSA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.

b) Permits are cards issued to persons employed and operational vehicles owned by airport-based companies.

Conditions of Issue:

a) Acceptance of personal permit applications.

b) The conditions under which ACSA shall issue an ACSA security personal permit are as follows:

i) All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
ii) All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.

iii) When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.

c) The following necessary documents must be attached:

i) Identity documents.

d) Airside induction certification is required for the following zone access for permit holders:

i) red,

ii) red and green,

iii) red and blue,

iv) red and yellow,

v) purple and red and red,

vi) green and blue

vii) Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.

viii) Watched and understood the security awareness briefing videos.

ix) All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

e) All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.

f) If an applicant has no previous convictions a permit can be issued.

g) Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).

h) Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.

i) Companies shall pay a penalty for every visitors and temporary permit not returned to the Permit Office at the end of business or visit and there shall be no temporary or visitor’s permits issued in future until the penalty per unreturned permit is paid.
j) Companies shall be charged a fee per cancelled permit not being returned to Permit Office after their employees resign, are dismissed, absconded or suspended.

k) Personal & Vehicle Permits will be required.

**Permits**

The costs of permits (subject to changes) are currently as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airside Induction Training (AIT):</td>
<td>R 439.80</td>
</tr>
<tr>
<td>AVOP (Airside Vehicle Operators Permit):</td>
<td>R439.80</td>
</tr>
<tr>
<td>Airside Induction Training (AIT) Refresher</td>
<td>R307.87</td>
</tr>
<tr>
<td>AVOP (Airside Vehicle Operators Permit) Refresher</td>
<td>R 307.87</td>
</tr>
<tr>
<td>Cost of Permanent Personal Permit</td>
<td>R236</td>
</tr>
<tr>
<td>Cost of Temporary Personal Permit (2-5days)</td>
<td>R236</td>
</tr>
<tr>
<td>1st lost Personal permit</td>
<td>R530</td>
</tr>
<tr>
<td>2nd loss Personal permit</td>
<td>R855</td>
</tr>
<tr>
<td>3rd loss Personal permit:</td>
<td>No issue</td>
</tr>
<tr>
<td>Cost of Visitors Permit (1day):</td>
<td>R 236</td>
</tr>
<tr>
<td>Cost Per Icon</td>
<td>R 66</td>
</tr>
<tr>
<td>1 day vehicle permit</td>
<td>R130</td>
</tr>
<tr>
<td>Permanent vehicle permit (1year):</td>
<td>R1865</td>
</tr>
<tr>
<td>Re-print vehicle Disc</td>
<td>R130</td>
</tr>
<tr>
<td>Radio License</td>
<td>R 2 171</td>
</tr>
<tr>
<td>Radio License</td>
<td>R 4000</td>
</tr>
<tr>
<td>Escort Only</td>
<td>R 2500</td>
</tr>
<tr>
<td>Vehicle + Escort + Radio</td>
<td>R 5500</td>
</tr>
<tr>
<td>Transponder Cost <em>The service provider must enter into an agreement with ATNS</em></td>
<td>R 10000 for installation and yearly fee</td>
</tr>
</tbody>
</table>
2.4. Health and Safety Requirements and Procedures

2.4.1. Replacement of Staff

2.4.1.1. Staff removed for any reason whatsoever shall be immediately replaced.

2.4.1.2. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

2.4.2. All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, 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.

2.4.3. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The successful bidder is expected to sign the undertaking in this regard as attached. 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.

2.4.4. The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.

2.4.5. Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.

2.4.6. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.

2.4.7. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

2.4.8. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s SHE Representative and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

2.4.9. The contractor’s Workmen’s Compensation fees must be up to date. A copy of the Contractor’s WCA registration shall be produced on request.

2.4.10. The following areas in the company are declared as “HOT WORKS PERMIT” areas:

- All airside areas
- All basement areas
- All areas accessible to the public
• All enclosed areas
• The terminal building
• Multi-Storey Office (MSO) Building

2.4.11. Any process in the above-mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

2.4.12. Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

2.4.13. 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.

2.4.14. No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

2.4.15. No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

2.4.16. The Company 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 costs 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.

2.4.17. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

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

2.4.19. The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer’s representative. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor’s account.

2.4.20. 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.

2.4.21. The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.
3. **SECTION 3: PREFERENCE POINTS AND PRICE**

3.1. **Preference Points Claims**

3.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

- 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).

3.1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

3.2. The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>Price</td>
</tr>
<tr>
<td>20</td>
<td>B-BBEE Status Level of Contribution</td>
</tr>
</tbody>
</table>

**Total Points for Price and B-BBEE must not Exceed 100**

3.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

3.2.3. ACSA has the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.
3.3 Definitions

3.3.1 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

3.3.2 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

3.3.3 “Black Designated Groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

3.3.4 “Black People” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

3.3.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act 53 of 2003;

3.3.6 “Designated Group” means:

3.3.6.1 Black Designated Groups;

3.3.6.2 Black People;

3.3.6.3 Women;

3.3.6.4 People with disabilities; or

3.3.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;

3.3.7 “Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

3.3.8 “EME” means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

3.3.9 “Functionality” means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

3.3.10 “Military Veteran” has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;

3.3.11 “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
3.3.12 “Person” includes a juristic person;


3.3.14 “Price” means all applicable axes less all unconditional discounts;

3.3.15 “QSE” means a qualifying small business enterprises in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

3.3.16 “Rand Value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3.3.17 “Rural Area” means:

3.3.17.1 a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or

3.3.17.2 an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;

3.3.18 “Total Revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

3.3.19 “Township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

3.3.20 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

3.3.21 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and

3.3.22 “Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

3.4 Adjudication Using A Point System

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

3.4.3  Points scored will be rounded off to the nearest 2 decimal places.

3.5  **Award of Business where Bidders have Scored Equal Points Overall**

3.5.1  In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

3.5.2  However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.

3.5.3  Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

3.6  **Points Awarded for Price**

**The 80/20 or 90/10 Preference Point Systems**

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

\[
Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

3.6.1  **Points Awarded for B-BBEE Status Level of Contribution**

3.6.1.1  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
3.6.1.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.

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

3.6.1.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

3.6.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

3.6.1.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

3.6.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

3.6.1.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person

<table>
<thead>
<tr>
<th>B-BBEE Level of Contributor</th>
<th>Number of Points (90/10 system)</th>
<th>Number of Points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
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<tr>
<td>4</td>
<td>5</td>
<td>12</td>
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<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

3.7 Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 3.2.1)

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

(Poins claimed in respect of paragraph 3.1 must be in accordance with the table reflected in paragraph 3.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

3.8 Sub-Contracting

3.8.1 Will any portion of the contract be sub-contracted? YES / NO (*Delete whichever is not applicable)

3.8.2 If yes, indicate:

3.8.2.1 The sub-contracted percentage is: _____%

3.8.2.2 The type of ownership is as follows in terms of percentage out of 100:

3.8.2.2.1 black ownerships is: __________

3.8.2.2.2 black youth ownership is: __________

3.8.2.2.3 black women ownership is: __________

3.8.2.2.4 black people with disabilities ownerships is: __________;

3.8.2.2.5 black people in rural areas, underdeveloped areas or townships ownerships is: __________

3.8.2.2.6 black ownership of the co-operative is:__________

3.8.2.2.7 black people who are military veteran ownership is: __________

3.8.2.2.8 Combined ownership of any of the above is: ____________

3.8.3 The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.

3.8.3.1 The name of the sub-contractor is: ___________________________
3.8.3.2 The B-BBEE status level of the sub-contractor is: __________________________

3.8.3.3 The sub-contractor is an EME: YES / NO (*Delete whichever is not applicable)

3.8.4 A bidder may not sub-contract any portion of the tender after award without the written approval of a delegated ACSA representative.

3.9 Declaration with Regard to the Bidder

3.9.1 Name of bidding entity

3.9.2 VAT Registration

3.9.4 Company registration number:

3.9.5 Type of company / firm:

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

[TICK APPLICABLE BOX]

3.10 Describe principal business activities

3.11 Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, etcetera.

[TICK APPLICABLE BOX]
3.12 Total numbers of years the company / firm has been in business:

___________________________________________

3.13 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-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

3.13.1 The information furnished is true and correct;

3.13.2 The preference points claimed are in accordance with the General Conditions as indicated in this Section;

3.13.3 In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

3.13.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:

3.13.4.1 Disqualify the person from the bidding process;

3.13.4.2 Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

3.13.4.3 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;

3.13.4.4 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

3.13.4.5 Forward the matter for criminal prosecution.

Witnesses:

1. ______________________________

    Signature(s) of bidder(s)

2. ______________________________

    Date : ____________________________

Address: ____________________________________________

____________________________________________________
4 SECTION 4: EVALUATION CRITERIA

4.1 OVERVIEW

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

4.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA will to disqualify bidders without requesting any outstanding document/information. Except where clarification is required.

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

<table>
<thead>
<tr>
<th>Stage 1</th>
<th>Stage 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if Bidder meets the pre-qualifying criteria</td>
<td>Check if all the mandatory documents have been received</td>
<td>Evaluate on functionality or the technical aspect of the bid</td>
<td>Evaluate price and Preference (B-BBEE)</td>
</tr>
</tbody>
</table>
4.2 PRE-QUALIFICATION CRITERIA

4.2.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

4.2.2 Accordingly, only bidders with a Level 1,2,3 or 4 BBBEE (Broad Based Black Economic Empowerment) contributor level will be considered to go through to the next stage of the evaluation. (Bidder must submit a valid copy or original SANAS approved BBBEE certificate, EME and QSE may submit a sworn affidavit). OR

The Tenderers that do not meet the above shall allocate 30% of the contract value towards the advancement of QSE’s or EME’s that meet the following criteria. Prior to appointment of the successful tenderer verification of the chosen QSE’s or EME’s will be conducted. The chosen QSE’s or EME’s shall meet at least one of the following criteria:

5.1.1 an EME or QSE which is at least 51% owned by black people;

5.1.2 an EME or QSE which is at least 51% owned by black people who are youth;

5.1.3 an EME or QSE which is at least 51% owned by black people who are women;

5.1.4 an EME or QSE which is at least 51% owned by black people with disabilities;

5.1.5 an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships

5.1.6 a cooperative which is at least 51% owned by black people

5.1.7 an EME or QSE which is at least 51% owned by black people who are military veterans

5.1.8 A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

5.1.9 A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.
Targeted enterprises: an enterprise which:

a) is a contractor registered with the Construction Industry Development Board acting in the capacity of a sub-contractor or JV partner; and

b) the contractor does not have an equity holding exceeding 20% in the enterprise, either directly or through a flow-through calculation in accordance with the Construction Sector Code of Good Practice published in General Notice 862 of 2009 in Government Gazette No. 32305 of 2009 in terms of the Board Based Black Economic Empowerment Act of 2003 (Act 53 of 2003); and

c) employs at least three permanent employees other than the owner; and

d) be registered in terms of the Company’s Act of 2008 (Act No. 71 of 2008) or Close Corporation Act of 1984 (Act No. 69 of 1984);

e) is 50% or more black owned or 30% or more black women owned; and

f) has entered into a written relationship agreement of co-operation and assistance with the developed enterprise for the duration of the contract.

Thirty percent black woman owned: an enterprise in which black people who are women:

a) hold more than 30% of the voting rights that are not subject to any limitation; and

b) hold more than 30% of the economic interest.
4.3 Mandatory Requirements

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

a) Attendance of compulsory site briefing

b) Acceptance of the ACSA RFP terms and conditions

C) Central Supplier Database (CSD) report

d) Signed Form of Offer Acceptance form (Contract C1.1)

e) Priced offer as per the pricing schedule provided
4.4 Functionality

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

NB: Functionality phase require full compliance of 80 Points to prevent elimination from the Bid. It should be further noted that a Minimum Qualifying Score per criteria must be fully met as set out. Failure to achieve any of the minimum score will result in the elimination for further consideration even if the overall minimum score has been achieved.

Note:
Qualifications - (Proof of qualification should be attached to the resource’s CV’s for evaluation purposes. The resources CV’s should clearly state the role assigned for this contract.)

- Foreign (non-South African) qualifications shall be accompanied by an SAQA equivalent letter/certificate
- In a case where more than one resource per responsibility (i.e. more than one Site Manager) has been tendered, all tendered resources will be evaluated, and an average score will be used as the final score for that particular sub criteria.

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Min</th>
<th>Max</th>
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<tbody>
<tr>
<td>1) Company experience</td>
<td></td>
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<tr>
<td>(Minimum of 3 rubber removal Projects / Contracts / Work opportunity’ in roads,</td>
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<tr>
<td>highways and/or runways works using the water jetting methodology (as stipulated</td>
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<tr>
<td>in this bid document.)</td>
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<tr>
<td>• 3 Projects / Contracts / Work opportunity = 10 Points</td>
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<tr>
<td>• Between 3 and 6 Projects / Contracts / Work opportunity = 15 Points</td>
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<tr>
<td>• Greater than 6 Projects / Contracts / Work opportunity = 20 Points</td>
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<td></td>
</tr>
<tr>
<td>Provide list of rubber removal Projects / Contracts / Work opportunity completed</td>
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<tr>
<td>demonstrating start and end dates, client and value.</td>
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<td>10</td>
<td>20</td>
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<tr>
<td>2) Traceable references supported by reference letter(s) from a client demonstrating</td>
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<tr>
<td>rubber removal works performed as per the scope of works on this Bid document.</td>
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<tr>
<td>(One reference letter per project.)</td>
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<tr>
<td>• Submission of minimum 3 letters= 10 points</td>
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<tr>
<td>3) A minimum of 3 Key resources to be assigned to the project and must have a</td>
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<td>minimum of 3 years’ experience in the following:</td>
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<tr>
<td>Experience must include Health &amp; Safety, Rubber Removal works – please supplement</td>
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<tr>
<td>with CVs of key resources, at least one of the key resources must have a minimum of</td>
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<tr>
<td>NQF level 4 qualification.</td>
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<tr>
<td>• 3 Key resources with a minimum of 3 years’ experience = 20 points</td>
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<tr>
<td>• 5 Key resources with a minimum of 3 years’ experience and higher = 25 points</td>
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<tr>
<td>• 6 or more Key resources with a minimum of 3 years’ experience and higher = 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>points</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>20</td>
<td>30</td>
</tr>
</tbody>
</table>
Please provide a project organogram indicating the direct liaison contact to ACSA and the overall project team

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>4) Report demonstrating the proposed water jetting equipment and its functionality as per the technical specification detailed under the scope of work (include brochures and supporting documents showing ownership; Intention to hire the water jetting equipment etc.) – this requirement is subject to ACSA approval on contracting:</td>
<td></td>
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<tr>
<td>• Submission of report meeting the following requirements to earn full points (10 points):</td>
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<td></td>
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<tr>
<td>• Fitted in high pressure pumps</td>
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<td></td>
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<tr>
<td>• Integrated vacuum deposit recovery system</td>
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<td></td>
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<tr>
<td>• Self-contained water tanks with removable deposit storage tank</td>
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<tr>
<td>• Submission of supporting documents (Water jetting equipment ownership or letter of Intent to hire) = 5 points</td>
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<tbody>
<tr>
<td>5) The vehicles to be used for the works may not be older than 6 years for normal vehicles and may not be older than 12 years for specialised vehicles (airside requirement) – Bidder must acknowledge this requirement.</td>
<td></td>
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<tr>
<td>All vehicles required to access the Airside should meet the age requirements throughout the contract period;</td>
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<td></td>
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<tr>
<td>• Submission of proof of vehicle’s age = 10 points</td>
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</tbody>
</table>

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<tbody>
<tr>
<td>6) Bidder to demonstrate their quality management systems as follows:</td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bidders to submit Operator training certificates and all other relevant certificates = attach certificate for key resources = 5 points</td>
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<tr>
<td>b. Bidders to demonstrate the equipment maintenance plans and service history. Attach proof = 5 points</td>
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<tr>
<td>c. Bidders to demonstrate their contingency plans for cases of equipment break down. Attach proposal = 5 points</td>
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</tbody>
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</table>
4.5 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation. The pricing schedule to be completed is as follows:

**PRICE SCHEDULE 1A: RUBBER REMOVAL FROM RUNWAY AND DUMPING**

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>O.R Tambo International Airport</td>
<td>03L/21R 03R/21L</td>
<td>m²</td>
<td>R</td>
<td>24 000</td>
<td>R</td>
<td>7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>SUB-TOTAL 1: Excluding VAT and Escalations</td>
<td></td>
<td></td>
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<td>R</td>
</tr>
</tbody>
</table>
### PRICE SCHEDULE 2A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>King Shaka International AIRPORT</td>
<td>06/24</td>
<td>m²</td>
<td>R</td>
<td>24 000</td>
<td>R</td>
<td>2</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td><strong>SUB-TOTAL 1: Excluding VAT and Escalations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>
## PRICE SCHEDULE 2B: PAINT REMOVAL ON RUNWAY AND PAVED AREAS

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Paint on runway</td>
<td>m²</td>
<td>R</td>
<td>900</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Remove existing painted lines less than 10mm thick when required. Plan is to remove 30 blocks that are 1m x 30m long once per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High pressure cleaning of runway markings: shoulders and threshold</td>
<td>m²</td>
<td>R</td>
<td>8920</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>King Shaka International AIRPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Paint on other paved areas</td>
<td>m²</td>
<td>R</td>
<td>200</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>SUB-TOTAL 2: Excluding VAT and Escalations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>
# PRICE SCHEDULE 3A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>East London Airport (Regional Airport)</td>
<td>11/29 06/24</td>
<td>m2</td>
<td>R</td>
<td>6 000</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R
### PRICE SCHEDULE 4A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Airport (Regional Airport)</td>
<td>11/29</td>
<td>m²</td>
<td>R</td>
<td>10 000</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R

### PRICE SCHEDULE 5A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimberley Airport (Regional Airport)</td>
<td>02/20</td>
<td>m²</td>
<td>R</td>
<td>5 000</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>10/28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R
# PRICE SCHEDULE 6A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Elizabeth (Regional Airport)</td>
<td>08/26 17/35 m²</td>
<td>R 15 000</td>
<td>R 1</td>
<td>R</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R
### PRICE SCHEDULE 7A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bram Fischer (Regional Airport)</td>
<td>02/20</td>
<td>m2</td>
<td>R</td>
<td>12 000</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R

---

### PRICE SCHEDULE 8A: RUBBER REMOVAL FROM RUNWAY AND DUMPING

<table>
<thead>
<tr>
<th>Airport</th>
<th>Runway</th>
<th>Remove Rubber on runway by water jetting</th>
<th>(a) Rate / unit</th>
<th>(b) Estimate Quantity per service m²</th>
<th>(c) Price per service (a) x (b)</th>
<th>(d) Frequency per year</th>
<th>(e) Price per year (c) x (d)</th>
<th>(f) 4 Year Price Excluding VAT and Escalations (e) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upington Airport (Regional Airport)</td>
<td>17/35</td>
<td>m2</td>
<td>R</td>
<td>12 000</td>
<td>R</td>
<td>1</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**SUB-TOTAL 1: Excluding VAT and Escalations**

R
PRICE SCHEDULE 9A: SITE ESTABLISHMENT (Where applicable)

Site Establishment

The site establishment fees shall include costs to be paid per visit in preparation for rubber removal. This will be payable per visit to and shall include direct costs incurred for obtaining all personal, vehicle permits and branding (including safety induction, AVOP, etc) and vehicle transponders/ squitters required to gain access to airside or manoeuvring area. Site establishment fees shall include costs incurred for compliance to all prescribed Environmental and Occupational Health & Safety Regulations as required in the execution of the works.

<table>
<thead>
<tr>
<th>Airport</th>
<th>Description</th>
<th>Unit</th>
<th>Rate (ZAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>Site establishment – O.R Tambo International Airport</td>
<td>per removal or per service</td>
<td></td>
</tr>
<tr>
<td>9.2</td>
<td>Site establishment – King Shaka International Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.3</td>
<td>Site establishment – Bram Fischer International Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.4</td>
<td>Site establishment – Upington International Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.5</td>
<td>Site establishment – Port Elizabeth International Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.6</td>
<td>Site establishment – East London Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.7</td>
<td>Site establishment – George Airport</td>
<td>per removal</td>
<td></td>
</tr>
<tr>
<td>9.8</td>
<td>Site establishment – Kimberley Airport</td>
<td>per removal</td>
<td></td>
</tr>
</tbody>
</table>
### PRICE SCHEDULE 1A: SUMMARY PRICE SCHEDULE (OR TAMBO INTERNATIONAL AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 1A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.1: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
</tbody>
</table>

**4 YEAR TOTAL Excluding VAT and Escalations**

|                                                                 | R                                          |

### PRICE SCHEDULE 2A – 2B: SUMMARY PRICE SCHEDULE (KING SHAKA INTERNATIONAL AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 2A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 2B: PAINT REMOVAL ON RUNWAY AND PAVED AREAS</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.3: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
</tbody>
</table>

**4 YEAR TOTAL Excluding VAT and Escalations**

|                                                                 | R                                          |
**PRICE SCHEDULE 3A: SUMMARY PRICE SCHEDULE (EAST LONDON AIRPORT)**

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 6A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.6: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
<tr>
<td><strong>4 YEAR TOTAL Excluding VAT and Escalations</strong></td>
<td>R</td>
</tr>
</tbody>
</table>

**PRICE SCHEDULE 4A: SUMMARY PRICE SCHEDULE (GEORGE AIRPORT)**

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 7A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.7: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
<tr>
<td><strong>4 YEAR TOTAL Excluding VAT and Escalations</strong></td>
<td>R</td>
</tr>
</tbody>
</table>
## PRICE SCHEDULE 5A: SUMMARY PRICE SCHEDULE (KIMBERLEY AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 8A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.8: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
</tbody>
</table>

**4 YEAR TOTAL Excluding VAT and Escalations**

R

---

## PRICE SCHEDULE 6A: SUMMARY PRICE SCHEDULE (PORT ELIZABETH AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 5A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.5: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
</tbody>
</table>

**4 YEAR TOTAL Excluding VAT and Escalations**

R
PRICE SCHEDULE 7A: SUMMARY PRICE SCHEDULE (BRAM FISCHER AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 3A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.3: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
<tr>
<td><strong>4 YEAR TOTAL Excluding VAT and Escalations</strong></td>
<td>R</td>
</tr>
</tbody>
</table>

PRICE SCHEDULE 8A: SUMMARY PRICE SCHEDULE (UPINGTON AIRPORT)

<table>
<thead>
<tr>
<th>Item</th>
<th>4 Year Price Excluding VAT and Escalations</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Price Schedule 4A: Rubber Removal</td>
<td>R</td>
</tr>
<tr>
<td>From Price Schedule 9.4: Site Establishment (if applicable)</td>
<td>R</td>
</tr>
<tr>
<td>Health and Safety requirements</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits</td>
<td>R 40 000.00</td>
</tr>
<tr>
<td><strong>4 YEAR TOTAL Excluding VAT and Escalations</strong></td>
<td>R</td>
</tr>
</tbody>
</table>

For year 2, 3, and 4 the applicable CPI will be applied annually.

**Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.**
5. SECTION 5 : RETURNABLE DOCUMENTS

5.1 & 5.2 Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. 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:

<table>
<thead>
<tr>
<th>1. Mandatory Returnable Documents Required for Evaluation</th>
<th>SUBMITTED [Yes or No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance of compulsory site briefing</td>
<td></td>
</tr>
<tr>
<td>Signed Forms of Offer Acceptance form (Contract C1.1)</td>
<td></td>
</tr>
<tr>
<td>Central Supplier Database (CSD) report</td>
<td></td>
</tr>
<tr>
<td>Priced offer as per the pricing schedules provided</td>
<td></td>
</tr>
<tr>
<td>Acceptance of the ACSA RFP terms and conditions</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Returnable Documents and Information for Evaluation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Declaration of Interest Form</td>
<td></td>
</tr>
<tr>
<td>Declaration of Forbidden Practices</td>
<td></td>
</tr>
<tr>
<td>Company Experience</td>
<td></td>
</tr>
<tr>
<td>CVs of Key Resources</td>
<td></td>
</tr>
<tr>
<td>Reference Letters</td>
<td></td>
</tr>
<tr>
<td>Airside Vehicle Requirements</td>
<td></td>
</tr>
<tr>
<td>Report (Refer to Functionality Item 4)</td>
<td></td>
</tr>
<tr>
<td>Quality Management systems (Refer to Functionality Item 6)</td>
<td></td>
</tr>
<tr>
<td>Names and identity numbers of Directors (certified ID copies – latest 3 months)</td>
<td></td>
</tr>
<tr>
<td>Companies Intellectual Property Commission (CIPC) documents</td>
<td></td>
</tr>
<tr>
<td>Valid B-BBEE Certificate or a sworn affidavit if an EME or QSE</td>
<td></td>
</tr>
<tr>
<td>3 Years audited/prepared/verified financial statements</td>
<td></td>
</tr>
<tr>
<td>Tax Compliance Status (Tax Clearance Certificate or Tax Compliance Status PIN)</td>
<td></td>
</tr>
</tbody>
</table>
Bidders must produce a valid letter of good standing issued by the Department of Labour or the Federated Employers’ Mutual Assurance Company (FEM). Or any recognised valid letter of good standing.

<table>
<thead>
<tr>
<th>3. Other Returnable Documents Required for Evaluation purposes that will be incorporated into the contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Venture (JV) Agreement (If applicable)</td>
</tr>
<tr>
<td>Company Profile</td>
</tr>
<tr>
<td>Visual Presentation of Proposed Equipment</td>
</tr>
<tr>
<td>Airside Policy</td>
</tr>
<tr>
<td>OHS Specification</td>
</tr>
<tr>
<td>Proof of Vehicle Ownership</td>
</tr>
</tbody>
</table>
5.3 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.
APPENDIX A  CERTIFICATE OF AUTHORITY TO SIGN TENDER

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution and/or the minutes of the meeting of their members or their board of directors, as the case may be.

In the event that the Bidder is a joint venture, a certificate of authority for signatories is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition.

*An example is shown below:*

"By resolution of the board of directors taken on 20____ Mr/Ms____________________ has been duly authorized to sign all documents in connection with this tender for **COR 5823/2018/RFP** and any contract which may arise therefrom on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date: ….......................... Signatory of Authority: ….................................

Witnesses:

____________________ ____________________
Signature                                            Signature

____________________ ____________________
Name                                                Name

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Bidder</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B  DECLARATION OF INTEREST FORM

DECLARATION FORM

○ Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

○ All bidders must complete a declaration of interest form below:

<table>
<thead>
<tr>
<th>Full name of the bidder or representative of the bidding entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity Number</td>
</tr>
<tr>
<td>Position held in the bidding entity</td>
</tr>
<tr>
<td>Registration number of the bidding entity</td>
</tr>
<tr>
<td>Tax Reference number of the bidding entity</td>
</tr>
<tr>
<td>VAT Registration number of the bidding entity</td>
</tr>
</tbody>
</table>

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below

____________________________________________________________________________________

____________________________________________________________________________________

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Declaration:**

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

__________________________________  ________________________________
Signature                           Date

__________________________________  ________________________________
Position                            Name of bidder
**APPENDIX C  DECLARATION OF FORBIDDEN PRACTICES FORM**

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State-Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Penalty</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
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Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

<table>
<thead>
<tr>
<th>Description</th>
<th>Organ of State / State Owned Company</th>
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</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
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<td>b)</td>
<td></td>
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</tbody>
</table>

This declaration was signed on _______ of ____________________________ 201_____

Name: ____________________________________________________________

Designation: ______________________________________________________

Signature: ________________________________________________________
APPENDIX D  BRIEFING SESSION FORM

This is to certify that:

Bidder Name _____________________________________________________________ 

Attended a compulsory session which was held on _____________ 2019 ___. Bidder was represented by:

Name:                                ________________________________
Designation:                         ________________________________

This certification is made on behalf of ACSA by:

Name:                                ________________________________
Designation:                         ________________________________
Signature:                           ________________________________
Date:                                ________________________________

APPENDIX E   ACCEPTANCE OF RFP TERMS AND CONDITIONS

TO: The Supply Chain General Manager
    Airports Company South Africa Ltd.

Proposal No: **COR 5823/2018/RFP**

1. **Bidder’s Name and Contact Details**

<table>
<thead>
<tr>
<th>Bidder:</th>
</tr>
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<tbody>
<tr>
<td>Physical Address:</td>
</tr>
<tr>
<td>Correspondence to be addressed to:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Phone numbers:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
</tbody>
</table>
2. Bid Certification

We hereby submit a Bid in respect of the Request for Proposals for the provision removal of rubber deposits at OR Tambo International Airport, King Shaka International Airport, and Regional Airports (Kimberley, George, Upington, East London, Port Elizabeth, Bram Fischer) for a period of 4 years at AIRPORTS COMPANY SOUTH AFRICA’S (ACSA) SOC PTY LTD.

- We acknowledge that ACSA’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 documentation provided by ACSA in this Request for Bid.
- We accept that ACSA’s Tender Board’s decision is final and binding.
- 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; it has no impact, influence or effect on any other project for which a Bid may be submitted.
- The undersigned is/are authorized to submit and sign the Bid that shall be binding on closure of the Bid submission.
- The Bid is binding on this Bid for a period which lapses after one hundred and twenty (120) days calculated from the closing date of Bid submission.

Thus done and signed at [ ] on this the [ ] day of [ ] 2019

Signature: 

Name: 

For and behalf of: 

Tendering entity name: 

Capacity: 
APPENDIX F  COMPANY REGISTRATION DOCUMENTS (Attach CIPC documents here)
APPENDIX H  3 (THREE) YEARS AUDITED/VERIFIED/PREPARED FINANCIAL STATEMENTS

3 Years Audited Financial Statements of the Bidder for the previous three financial years.
APPENDIX I  TAX CLEARANCE CERTIFICATE (Attach a Tax Compliance Status or PIN)
APPENDIX J  ORIGINAL OR COPY OF B-BBEE CERTIFICATE/AFFIDAVIT FOR EME AND QSE (Attach Original or Certified copy of BBBEE here)
APPENDIX K    COMPANY PROFILE (Attach your Company profile here)
APPENDIX M  REFERENCE LETTER TEMPLATE

(REFERENCE TO BE PRINTED ON LETTER HEAD OF REFEREES)

Attn.: ACSA Supply Chain Management - Corporate
Airports Company South Africa Limited
E-mail: Procurement.Corp@airports.co.za
Facsimile (086 535 9125)

Date:

To Whom It May Concern

ACSA: RFB REFERENCE No.: COR 5823/2018/RFP

I hereby confirm that:

- The Bidder: ______________________________ performed __________________work for our Company. The scope of works included inter-alia…………………………………………………………………………………..
- The work was completed to our satisfaction and successfully implemented at our Company.
- The estimated value of the contract with the Bidder was R__________________________.
- The Bidder performed the specified work for our Company
  From __________________ To __________________
  MM/YYYY            MM/YYYY

Note to referee: If any other work was done, please explain the relationship with your company below:

________________________________________________________________________
________________________________________________________________________

Yours faithfully

__________________________
NAME & SURNAMES

POSITION: ____________________________
APPENDIX N  CVs OF KEY RESOURCES
APPENDIX Q  AIRSIDE VEHICLE APPLICATION FORM

Annexure I_Airside Vehicle Application Fo
OHS Specification Minor Works

TABLE OF CONTENTS

Project: Removal of Rubber on Runways

RQF Number: COR 5823/2018/RFP

Medium Risk Contract

Introduction
1. Scope
2. Objectives
3. Definitions
4. Mandatary agreement
5. Registration with The Workmen’s Compensation or Licensed Insurer
6. Letters of appointment
7. Health and Safety Plan
8. Administrative Controls and the Occupational Health And Safety file
9. Health and Safety Representatives
10. Health and Safety Training
11. Internal/External Audits
12. Penalties
1. **Scope:**

   This document is applicable to all contractors working at National Airports that do not trigger the definition of Construction work as determined by the Construction Regulations 2014.

2. **Objective**

   a) To ensure that ACSA Service Providers and Contractors comply with the requirements of the Occupational Health and Safety Act No. 85 of 1993, General Administrative Regulations and the General Safety Regulations. Other applicable requirements relating to relevant standards and SANS codes of practice also apply.

   b) To minimise and eliminate contractor’s health and safety risks.

   c) To ensure that contractors submitting tenders make provision for the cost of health and safety measures to be implemented during the duration of the contract/during the construction process.

   d) When the scope of work changes to include Construction Work as defined by the Construction Regulations 2014 then the Mandatary is to contact ACSA Safety to update their paperwork.

3. **Definitions**

   - **Client** means any person for whom construction work is performed.
   - **Contractor (also referred as Mandatory)**, is any employer who performs construction work:
     - **Competent person** means any person having the knowledge, training, experience and qualifications specific to the work or task being performed. Qualifications and training must be in line with the South African Qualification Authority Act No. 58 of 1995.
     - **Employer** means subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act 28 of 1956).
**Ergonomics** means application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and the overall system performance.

**Hazard** means a source of or exposure to danger.

**Hazard identification** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

**Risk** means the probability that injury or damage will occur.

**Risk assessment** is an activity conducted by competent person which includes:

(a) the identification of the risks and hazards to which persons may be exposed to;
(b) the analysis and evaluation of risks and hazards identified;
(c) a documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;
(d) monitoring plan; and
(e) a review plan.

4. **Registration with Workman’s Compensation or Federated Employers Mutual Association**

Contractors shall ensure that ACSA is provided with a valid letter of good standing including a registration number with the Compensation for Occupational Injury and Diseases Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund at least 10 days prior commencement of construction work. It shall remain the Principal contractor’s responsibility to furnish ACSA with a valid letter of good standing or keep a copy available for perusal by a Client, client representatives or any other person authorised thereto.

5. **Mandatory Agreement**

A duly signed mandatory form also referred to as 37.2 shall be obtained from ACSA Safety Department. It must then be signed & submitted back to ACSA by the Principal Contractor at
least 10 days prior to commencement of construction work. A Principal Contractor shall ensure that all its sub-contractors have completed a similar document and a proof of such signed documents is submitted to ACSA for reference purposes. No Principal Contractor shall appoint a contractor to conduct construction work unless she/he is reasonably satisfied that the contractor s/he intends to appoint has the necessary competencies and resources to perform the construction work safely.

6. Letters of appointment

A written letter of appointment must be forwarded to ACSA duly signed by responsible persons at least 3 days prior commencement of construction work for the following duties: (Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)

(a) Person assigned duties in terms of the 16.2 appointees of the Act
(b) Risk Assessor CR9(1)
(c) Fire Equipment Inspector CR29(h) - where applicable
(d) First Aider GSR3(4) -- where applicable
(e) Stacking Supervisor (CR28(a)) (GSR2(a)
(f) Ladder Supervisor and Inspector (GSR13(a) - where applicable
(g) Supervisor of Machinery (GMR1) - where applicable
(h) Safety Representatives (OHS Act Sec.17 - where applicable
(i) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - where applicable
(j) Incident Investigator (GAR9(2)

7. Health and Safety Plan

A contractor shall provide ACSA with a Health and Safety Plan document that shall include but not limited to the following during tendering process, before commencement of construction work and during construction:

7.1 Contractor’s Health & Safety Policy

A Contractor shall provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines contractor’s commitment towards health and safety
7.2 Health and Safety Organogram

A Contractor shall provide a health & safety organogram which outlines the 16.1 appointee, 16.2 appointee, team leaders, work supervisor, assistant work supervisor, safety representatives, safety committee members and other related appointments in terms of the OHS Act. The contact numbers should also be provided for easy reference.

7.3 Risk assessment

A risk assessment shall be conducted by a competent person and is to include:

7.3.1 Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related risks

7.3.2 Hazard analysis and evaluation of the identified risks and hazards;

7.3.3 A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified;

7.3.4 A monitoring and review plan of risks and hazards

7.3.5 Relevant personal protective equipment or clothing to be provided which is SABS approved.

The contractor shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor’s health and safety file.

7.4 Health and Safety Representatives

A contractor shall ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person. A proof of training certificate shall be provided to ACSA prior commencement of construction work.

Health and Safety Representatives shall conduct regular inspections by completing a mutually acceptable form of checklist developed by the contractor. Safety defects noted shall be recorded and reported to the supervisor for remedial action.
Health and Safety Representative Inspection findings shall be made available to ACSA for reference and audits purposes.

Health and Safety Representatives and their reports shall form part of the safety committee which shall meet on a regular bases as stated by the contractor.

7.5 Health and Safety Committee

A contractor shall hold health and safety meetings on site. Minutes of such meetings and action taken by management shall be kept on file and made available to ACSA for reference purposes. Members of the committee shall receive proper training and a proof of such training shall be made available.

The contractor shall ensure that ACSA Safety Department is invited to such meetings. These meetings do not substitute for Contractor’s Site meetings.

8. Health and Safety Training

8.1 Environmental Health and Safety Induction

The contractor shall conduct an induction training session prior commencement of construction work. An attendance register shall be kept in the contractor’s health and safety file.

For any construction work to be conducted on the airside an airside Safety Induction training shall be attended by all persons entering who are to enter Airside and a course fee determined by ACSA shall be paid by the Contractor. A security permit to access airside shall be issued on production of proof of attendance.

8.2 Induction Conducted by a Contractor and Competent Person

A contractor must make sure that their personnel and persons visiting the site undergo an induction conducted by a competent person prior commencement of construction work. Every employee on site shall be in a possession of proof of the health and safety induction training.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.
A manual /copy of such training shall be provided to ACSA for reference purposes.

As determined by the risk assessment, a contractor shall ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

**8.3 Toolbox Talks**

A Contractor shall ensure that employees attend a formal Toolbox conducted at least on a weekly basis. Toolbox Talks shall cover a wide variety of topics related to health and safety. An attendance register shall be completed by employees who attended such Talks. The register shall indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks shall be kept in a health and safety file and be made available to ACSA for perusal.

**8.4 First Aid Training**

A contractor shall appoint competent First Aider(s) in writing where more than 10 employers are employed. A letter of appointment shall be kept on file for reference made available to ACSA Safety.

Duly designated First Aider(s) shall undergo for training conducted by an accredited institution prior commencement of construction work and a proof of certificate be submitted to ACSA for reference.

The Contractor shall ensure that the first aid box(es) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box must be accessible and location of such boxes) is clearly displayed on site.

**8.5 FIRE PREVENTION AND PROTECTION**

A contractor shall ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, vessels under pressure, confined spaces, hot work etc). A contractor shall ensure that such equipment is inspected by a competent person on a regular basis and such inspections are recorded on a register. A contractor shall ensure that all fire equipment is serviceable and
person(s) have been properly trained on how to use the equipment. A proof of such training shall be provided prior commencement of construction work.

8.6 EMERGENCY PREPAREDNESS

A contractor shall provide ACSA with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure shall be communicated to employees and a proof of such training shall be kept on file for reference. A list of emergency contact numbers shall be conspicuously displayed on site for ease reference. An evacuation plan shall be displayed in strategic places. A contractor shall provide ACSA Safety with a full record of any incidents which may occur on site.

8.7 Incident or Accident Reporting and Investigation

A Contractor shall ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Work Supervisor for further investigation and remedial action. A Contractor shall ensure that all section 24 incidents/accidents and incidents other than employees are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days. If construction work will be finished within 3 days after occurrence, an investigation shall be conducted before such construction work is ceased. Proof of such records shall be submitted to ACSA immediately or within 24 hours.

8.8 PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

A contractor shall ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the contractor prior commencement of construction work. A contractor shall ensure that SABS approved personal protective equipment or clothing is provided to personnel. The contractor shall ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. A contractor shall ensure that PPE or Clothing is kept in good working order. A contractor shall clearly stipulate procedures to be
followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA shall remove any person from construction 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.

9. **GENERAL ADMINISTRATIVE HEALTH & SAFETY REQUIREMENTS**

9.1 **ROOF WORK**

A contractor shall ensure that all necessary health and safety precautions stated in the General Safety Regulations and Construction Regulations are taken into consideration when conducting any roof work. A contractor shall ensure that no person(s) is /are permitted to work on roof during inclement weather conditions.

9.2 **STRUCTURE**

*(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)*

A contractor shall provide ACSA with necessary precautionary safety measures to be taken as stipulated in Construction Regulation 9 to obviate any uncontrolled collapse of new structure or existing structure or any part thereof which may become unstable or is in temporary state of weakness or instability due to carrying out of construction work.

9.3 **DESIGNER**

*(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)*

The Designer shall conduct regular inspections to ensure that a contractor is erecting a structure according to the designs and records of inspections shall be kept on site for reference. The frequency of inspections shall be determined by the nature of construction.

A designer can stop any contractor from executing any construction work which is not in accordance with the relevant design. A certificate of commissioning shall be issued by the designer after completion of structure.
9.4 SCAFFOLDING ERECTION/DISMANTLING

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that scaffolding is erected and dismantled under the supervision of a competent person. A letter of appointment of the scaffold erector and inspector and their proof of competency shall be provided prior commencement of work. A contractor shall ensure that all safety standards stipulated in Construction Regulation 2014 are adhered to.

A proof of weekly inspections and inspection conducted after inclement weather shall be kept on file for reference.

9.5 EXCAVATION WORK

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment shall be provided to ACSA Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.5m deep must be provided to ACSA prior commencement of work.

A contractor shall ensure that no person works in an excavation which is not adequately braced or shored.

A contractor shall ensure that every excavation including bracing and shoring are inspected daily prior each shift starts and such records are kept on site for reference.

A contractor shall ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. A contractor shall ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to ACSA prior commencement.
A contractor shall ensure that safe and convenient means of access is provided to every excavation when required. Such access shall not be further than 6m from the point where any worker within the excavation is working.

A contractor shall communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

9.6 DEMOLITION WORK

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to ACSA Safety. A contractor shall ensure that demolition work is conducted under the supervision of a competent person appointed in writing, and in accordance to Construction regulation 14 of OHS Act 85/1993.

A contractor shall ensure that safety precautionary measures stipulated in Asbestos Regulations is adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Contractor.

9.7 EXPLOSIVE POWER TOOLS

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that no person uses explosive power tools unless they have been properly trained, tools are properly guarded and inspected daily before use by a competent person who has been appointed in writing. A proof of such appointment and competency is kept on file for reference. A contractor shall ensure that warning signs are conspicuously displayed when explosive power tools are in use. A contractor shall ensure that all safety precautions are adhered to as stipulated in the Explosive Regulations and Construction Regulations 21.
9.8 PORTABLE ELECTRICAL TOOLS AND ELECTRICAL INSTALLATION

*(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)*

A contractor shall ensure that all portable electrical tools are properly maintained, inspected before use by a competent person who is appointed in writing to perform such duties.

A contractor shall ensure that the electrical power tools are provided with earth leakage protection and are of double insulated type.

A contractor shall ensure that portable electrical tools are numbered and identified and entered onto a register. Regular inspections shall be recorded onto a register and kept on site.

A contractor shall ensure that prior notice is given to ACSA Electrical Engineer of any work involving electrical isolation. A lock-out certificate shall be issued to the relevant Contractor. A contractor shall ensure that a lock-out procedure is adhered to by his/her employees whenever required. A contractor shall ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times.

9.9 LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

*(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)*

A contractor shall ensure that all lifting equipment and tackle is inspected before use and a monthly register is completed by a competent person. Proof of such inspections shall be recorded and kept on file for reference. A contractor shall ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. A contractor shall ensure operators are properly trained on how to operate the above mentioned equipment and a proof of competency is provided prior commencement of work.
A Contractor shall provide information on procedures to be followed in the case of:

(a) Malfunctioning of equipment; and

(b) Discovery of a suspected defect in the equipment

A contractor shall ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to above equipment are adhered to at all times.

9.10 LADDERS

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that all ladders are numbered, inspected before use and weekly inspections are recorded in a register. A contractor shall ensure that a competent person who carries the above inspections is appointed in writing.

9.11 STORAGE OF FLAMMABLE LIQUIDS

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that a competent person is designated in writing to control the storage and usage of Hazardous Chemical Substances (HCS). A letter of appointment shall be provided prior commencement of construction work.

A contractor shall ensure that material safety data sheets (MSDS) of chemical substances brought on site are kept on site and such documents have been communicated to the chemical substance users and First Aiders.
A contractor shall ensure that safety measures stated in Hazardous Chemical Substances Regulations, General Safety Regulation, Construction Regulation and Community Safety Fire By-law are applied at all times.

9.12 PRESSURE EQUIPMENT

A contractor must ensure that pressure equipment is identified, numbered and entered in a register. A contractor must ensure that inspections are carried out and test of certificates are available and kept on file as per the Regulations.

9.13 EMPLOYEES EXPOSED TO EXCESSIVE NOISE

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A)) have undergone a baseline audiometric test prior commencement of employment work and SABS approved ear protection is provided and worn at all times. Where staff work in noise zones they are to undergo annual audiograms if exposed to noise between 85 dBA and 105dBA. In areas where the noise exceeds 105 dBA then bi-annual audiograms are required to be conducted for a period of 3 years until it can be proved that the employees hearing is not being compromised.

9.14 STACKING AND STORAGE

A contractor shall ensure a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment shall be provided prior commencement of construction work. A contractor shall ensure that stacking is conducted under supervision and good housekeeping is maintained at all times.

9.15 ABLUTIONS/CHANGING/EATING FACILITY

A contractor shall ensure that sufficient shower, sanitary, changing facilities for each sex and sheltered eating area(s) are provided for the employees. The above facilities must be kept in a clean, hygiene, safe condition and in good state of repair.
9.16 HOUSEKEEPING ON SITES

A contractor shall ensure that good housekeeping is maintained and enforced at all times. A contractor shall ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

9.17 PUBLIC SAFETY AND SECURITY

A contractor shall ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating “No Unauthorised Entry”, “Visitors to report to office”, “helmet and safety shoes” etc

Health and safety signage must be well maintained throughout the project. This shall entail cleaning, inspection and replacement of missing or damaged signage.

A contractor shall ensure that nets, canopies, fans etc are provided to protect the public passing or entering the site. A contractor shall ensure that Security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place.

A contractor shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

9.18 NIGHT WORK

A contractor shall ensure that necessary arrangements have been made with ACSA before conducting any night work. A contractor shall ensure that there is adequate lighting for any work conducted at night and failure to do so shall result in work being stopped.

9.19 HOT WORK

*(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)*
A contractor shall ensure that ACSA Fire & Rescue Department is notified of any hot work to be conducted during construction work. A hot work permit accompanied with a gas free certificate shall be issued to the relevant contractor by ACSA Fire & Rescue Department when satisfied that the area is safe and that the Contractor understands the procedure. A contractor shall ensure that a hot work procedure is adhered to at all time by his/her employees.

9.20 CONSTRUCTION VEHICLES & MOBILE PLANT
(Construction Regulation 13)

Construction Vehicles and Mobile Plant may be inspected by ACSA prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV & MP) to be:
- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate CV & MP
- Operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive CV & MP.
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV & MP from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during CV & MP operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with ‘hazard warning’ lights, which must be used whenever the CV & MP is on site.
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a CV & MP except in a safe place provided by the manufacturer for this purpose.
The construction site must be organized to facilitate the movement of CV & MP so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated.

CV & MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked CV & MP.

In addition CV & MP left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.

Workers employed adjacent to, or on public roads must wear reflective safety vests.

All CV & MP inspection records must be kept in the OH&S File.

9.21 HIRED PLANT AND MACHINERY

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment.

A contractor shall ensure that such plant or machinery complies with the requirements of the Occupational Health & Safety Act. A contractor shall ensure that hired operators receive induction prior commencement of work. A contractor shall ensure that hired operators have proof of competency. A Contractor shall provide information on procedures to be followed in the case of:

(a) Malfunctioning of equipment; and

(b) Discovery of a suspected defect in the equipment

9.22 ROAD WORK

(NOT THOUGHT TO BE APPLICABLE TO THE SCOPE OF WORK)

A contractor shall ensure that work conducted on the public road all necessary caution signage, cones, flag man etc are provided as stipulated in the Road Traffic Ordinance is adhered to. The caution signage to be conspicuously displayed to warn the drivers of any construction work.
ahead shall be provided at least at 75 m away from the cones; flag man; actual construction work etc.

10. **GENERAL ADMINISTRATIVE HEALTH & SAFETY REQUIREMENTS**

10.1 **Intoxication** A contractor shall ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs. A contractor shall encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person shall be allowed to enter the site and work if the side effects of such medication constitute a threat to the health or safety of the person concerned or others at such workplace. No dangerous or firearms allowed on site.

10.2 **First Aid and First Aid training** A Contractor must ensure that there is a first aid box where there are more than 5 employees employed. Where there are more than 10 staff members then a trained first aider is required to be appointed in writing. A letter of appointment must be kept on file for reference made available to ACSA Safety. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of work and a proof of certificate be submitted to ACSA for reference. The Contractor must ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box(s) must be accessible and location of such box(s) is clearly displayed on site.

11. **OCCUPATIONAL HEALTH MEDICAL SERVICES**

A contractor shall ensure that when a hazard identification and risk assessment (HIRA) is conducted occupational health hazards are clearly identified and health & hygiene measures are clearly outlined to ensure compliance. A contractor shall ensure that where certificate of fitness is required it is provided to ACSA Safety prior commencement of work.

In case of medical and/or fire emergency contact ACSA Fire & Rescue Services:
12. INTERNAL/EXTERNAL AUDITS

A contractor shall conduct monthly safety, health and environment audits and such records shall be kept on site. A contractor shall ensure that corrective measures are taken to ensure compliance. ACSA shall conduct regular audits and defects noted shall be reported to the relevant contractor for remedial action. Inspections shall be conducted by ACSA and non-conformances noted shall be recorded and provided to the relevant contractor for remedial action. ACSA shall stop any contractor from executing any work which is not in accordance with the health and safety plan.

A contractor shall ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

13. PENALTIES

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these specifications, legislation and safety plans. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings the Council, authorities and land owners.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by the ACSA SHE Representative, and will be final. In addition to the penalties, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
The preliminary list below outlines typical infringements against which ACSA may raise penalties; however this list must not be construed as final:

- Failure to keep a copy of OHSACT on site.
- Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.
- Working on site without attending Safety Induction Training.
- Failure to conduct Safety Induction for personnel and visitors on site.
- Failure to issue and wear Personal Protective Clothing and Equipment.
- Failure to fully stock first aid box in accordance to the risks identified.
- Failure to disclose or report first aid cases and/or minor/major/fatalities as prescribed by the OHSACT.
- Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.
- Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.
- Failure to conduct audits and inspections as required by legislation.
- Keeping un-serviced fire equipment on site.
- Failure to make use of ablution facilities.
- Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.
- Failure to close out previously raised non-conformances.
- Failure to make and update legislative appointments.
- Failure to adhere to the OHS Act of 1993 and its regulations.

I, ___________________________ (name & surname) of __________________________________________ (company) agree to the above conditions and acknowledge ACSA’s right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: ___________________________

On this date: ________________________ (dd/mm/yyyy)

At: ________________________________ (airport name)
Appendix S  Proof of Vehicle Ownership
Appendix T Quality Management Systems
Appendix U  Letter of Good Standing