REQUEST FOR PROPOSAL [RFP] SERVICES

REQUEST FOR PROPOSAL FOR THE PROVISION OF AUTOMATED FUEL MANAGEMENT SYSTEM FOR A PERIOD OF SEVEN (7) MONTHS AT GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS.

BID REFERENCE NUMBER: COR8099/2025/RFP

Bid Number:	**COR8099/2025/RFP**
Issue Date	**18 September 2026**
Briefing Session Date & Time	**01 October 2026 @ 09h00 am VIRTUALY**
Site Visit Session Date & Time	**05 October - 09 October 2026**
Query Closing Date	**16 October 2026 @ 11H00am**
Bid Closing Date and Time	**30 October 2026 @ 11H00am**
Validity Period	**120 Business Days from Closing Date**

SUBMISSION TO: ACSA Tender box – see SBD 1 for details

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 493013839

AIRPORTS COMPANY
SOUTH AFRICA

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PROFESSIONAL SERVICES, A DIVISION ACSA SOC LTD							
BID NUMBER:	**COR8099/2025/RFP**	ISSUE DATE:	**18 September 2026**	CLOSING DATE:	**30 October 2026**	CLOSING TIME:	**11H00 am**
DESCRIPTION	**REQUEST FOR PROPOSAL FOR THE PROVISION OF AUTOMATED FUEL MANAGEMENT SYSTEM FOR A PERIOD OF SEVEN (7) MONTHS AT GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS.**						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
Finance Office, Terminal Building							
1 Old Thaba Nchu Road,							
Bloemfontein 9300							
Bram Fischer International Airport							
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	**PATRICIA NKAMBULE**						
TELEPHONE NUMBER							
FACSIMILE NUMBER	**NOT APPLICABLE**						
E-MAIL ADDRESS	Patricia.Nkambule@airports.co.za						

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				

	TCP PIN		OR	CSD NO	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		**OR**	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**	
If Yes, Who was the Certificate issued by?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			

TICK BOX		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	………………………………	Date:	………………………………
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**TAX COMPLIANCE REQUIREMENTS**
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

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

DATE:________

AIRPORTS COMPANY
SOUTH AFRICA

SECTION 2: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**].

DESCRIPTION	**REQUEST FOR PROPOSALS FOR THE PROVISION OF AUTOMATED FUEL MANAGEMENT SYSTEM FOR A PERIOD OF SEVEN (7) MONTHS AT GEORGE, KING PHALO, BRAM FISCHER, KIMBERLEY AND UPINGTON AIRPORTS.**
TENDER ADVERT	All ACSA tenders are advertised on the National Treasury's e-Tender Publication Portal and the ACSA website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or ACSA website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select ACSA. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the ACSA Portal at https://www.airports.co.za
COMMUNICATION	ACSA will publish the outcome of this RFP on the National Treasury e-tender portal and ACSA website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form Any addenda to the RFP or clarifications will be published on the e-tender portal and ACSA website. Bidders are required to check the e-tender portal or ACSA website prior to finalising their bid submissions for any changes or clarifications to the RFP. ACSA will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	**Yes – Compulsory** Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: **Patricia.Nkambule@airports.co.za** This is to ensure that ACSA may make the necessary arrangements for the briefing session.
CLOSING DATE	**October on the 30th 2026 at 11H00am.** Bids which are submitted after the closing date and time will not be accepted.

VALIDITY PERIOD	**120 Business Days from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12
SUBMISSION OF BID DOCUMENTS	**Hand delivery:** The bid document must be hand delivered to the Tender Management Office located at the address below: Location: **Finance Office, Terminal Building,** **1 Old Thaba Nchu Road** **Bloemfontein 9300** **Bram fischer International Airport.** **Note:** Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence. Bidders are requested to submit both be in printed format **one original and a copy**. Both documents will be legal and binding.

Any additional information or clarification will be published on the e-Tender portal and ACSA website, if necessary.

2 FORMAL BRIEFING

A Virtual Compulsory RFP Briefing Session and a Non-compulsory pre-proposal Site Walk-About Meetings will be conducted**:**

Kindly find the compulsory briefing session meeting link

https://teams.microsoft.com/meet/3516474042840?p=uINSxLPdAzsURyYJYu

on the **1st Of October 2026, at 09H00am** for a period of ± one hour. [Respondents to provide own transportation and accommodation to]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing session.

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

2.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

Non-compulsory Site Inspection

The Site Inspection is **not compulsory**, and these inspections will provide you with a more understanding of the airport and what is required for this tender/contract.

DATE	TIME	NON-COMPULSORY SITE VISIT	AIRPORT	AIRPORT ADDRESS	MEETING POINT
05/10/2026	09h00 am	Automated Stock Management Solution	Upington International Airport	1 Airport Road, Upington 8800	Fuel Farm
06/10/2026	09h00 am	Automated Stock Management Solution	Kimberly International Airport	Patterson Road Diskonolos, Kimberly, Northen Cape	Fuel Farm
07/10/2026	09h00	Automated Stock Management Solution	Bram Fischer International Airport	N8 Thabanchu Road, Bloemfontein	Fuel Farm
08/10/2026	10h00	Automated Stock Management Solution	George International Airport	R101, George, 6530	Fuel Farm
09/10/2026	09h00	Automated Stock Management Solution	King Phalo Airport	Lower Explanade Street, East London	Fuel Farm

The virtual briefing session will have the following programme:

Compulsory Briefing session **09h00-10h00**

Bidders are required to bring the following for the site inspection at airports for Site Visits:

- ID document or driver's license
- Safety Boots
- Reflect

Bidders are requested to send a technical member of the team for the briefing. Potential bidders are encouraged to virtually attend the compulsory briefing session. Potential bidders are advised to request for the MS Teams link to the Briefing Session **one/two days** in advance.

3 ACSA RFP INSTRUCTIONS

3.1 Please sign documents [sign, stamp and date the bottom of each page] before Submitting. The person or persons signing the submission must be legally authorised by the respondent to do so.

3.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

3.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

3.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by ACSAACSA through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to ACSAACSA.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

4.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **[Patricia Nkambule]** before **16 October 2026 at 11H00am**,substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, ACSAACSA's response to such a query will be published on the e-tender portal and ACSAACSA website.

4.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to Scmcompliance@airports.co.za ACSA. Once the complaint has been submitted, the ACSA SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

4.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), at email on any matter: Patricia.Nkambule@airports.co.za relating to its RFP Proposal.

4.4 Respondents are to note that changes to its submission will not be considered after the closing date.

4.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of ACSA in respect of this RFP between the closing date and the date of the award of the business.

4.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

4.7 ACSA will publish the outcome of this RFP in the National Treasury e-tender portal and ACSA website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and ACSA website for the results of the tender process. All unsuccessful bidders have a right to request ACSA to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the **SBD 1 form.**

5 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from ACSA.

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

ACSA is a National Key Points therefore must comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

ACSA.

6 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider** shall be in full and complete compliance with any and all applicable laws and regulations.

7 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

8 DISCLAIMERS

Respondents are hereby advised that ACSA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. Please note that ACSA reserves the right to:

8.1 Modify the RFP's Goods/Services;

8.2 Award a contract in connection with this Proposal at any time after the RFP's closing date;

8.3 Award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

8.4 Split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

8.5 Cancel the bid process;

8.6 Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to ACSA to do so;

8.7 Rrequest audited financial statements or other documentation for the purposes of a due diligence exercise;

8.8 To not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

8.9 To cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

8.10 To award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and ACSA website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Note that ACSA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

9 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by ACSA's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

10 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

Hot-line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 3: BACKGROUND AND SCOPE OF REQUIREMENTS

1. BACKGROUND

The primary objective of this tender is to appoint a Service Provider(s) for the provision of Fuel Automated Management System at Airports Company South Africa SOC Limited ("ACSA") over a period of fifteen (15) months. The installation of a smart metering system with online monitoring capability will enable instantaneous view of volumes in and out of the facility at any given point.

The preferred bidder(s) appointed will be obliged to conclude a service contract with ACSA on the terms and conditions as stated in the concept services contract attached hereto. ACSA reserves the right to amend the services contract prior to finalisation of the agreement between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such an amendment.

The service contract will be on a non-exclusive basis; moreover, ACSA will be under no obligation to offer the Service Providers a minimum number of instructions or particular kinds or volumes of professional services work. ACSA may, at any time, terminate the service contract upon written notice to the appointed service providers.

The main aim of this tender is to obtain bids from Bidders, in respect of the relevant scope of services, and to evaluate these in order to appoint a panel of service providers, who will fulfil the requirements set out in this RFP.

2. SCOPE OF SERVICES

The scope of work includes:

1) ACSA is required to conduct critical facility refurbishment and rollout technological advancement on fuel management solutions for the following regional airports:

1) ACSA is required to conduct critical facility refurbishment and rollout technological advancement on fuel management solutions for the following regional airports:

- George Airport
- King Phalo Airport
- Kimberley Airport
- Upington Airport
- Bram Fischer Airport

Tank gauging project will be rolled out across all five airports with differing degrees of intervention required per airport. This scope covers installation of offloading and loading meters, tank gauging and tank overfill protection with SCADA solution capable of providing web-based monitoring solution.

Meter requirements

a) Bulk meters wet parts to be compatible with Jet A1 and Avgas application (No copper alloys in contact with fuel)
b) Meters to be fitted with temperature compensator
c) Meters to be provided with pulser
d) Electronic meter heads with flow rate indicator
e) Preset function for fueler loading
f) Meter should be in the list of approved for custody transfer duty
g) Flow rates for offloading are 1000lpm
h) Flow rates for fueller loading are 1000lpm
i) Assess existing meters and confirm if they meet design intent for web-based solution, propose solution for bringing current meters to compliance

Web based Stock management Solution

a) Ability to integrate with SAP- ERP and ORACLE
b) Have firewall protection to integrate across multi organizational systems
c) Provide real time data and analytics
d) Provide visual display of storage facility and its critical components

Automated Tank Gauging Solution

a) This can be intrinsically safe stainless steel contact type or capacitance-based solution
b) Design to cater for vertical tanks and horizontal tanks
c) Design for zone 0 application
d) Not have copper alloys for components in contact with fuel
e) Screw or flanged solution – specify sizes to allow for modification of manholes where applicable

Tank Overfill Protection

a) ATG can be used for tank overfill protection as it relates to High (HL), High High (HHL)
b) An independent HHHL with plant shut down functionality shall be specified with

SIL 3 rating

c) To be designed according to an agreed Cause and Effect which will be produced by the service provider
d) Material in contact with fuel shall not have copper allows and any other material that can compromise fuel quality.

The solution provided should be supported for a minimum of five years with spares availability for the next 10 years. Design to meet the following standards and any other relevant standard applicable to Automated Tank Gauging and Overfill protection.

Standard	Description
API2350 5th Edition	Overfill Protection
IEC 61508	Functional Safety OF Electronic/Programmable Electronic Safety-Related Systems
IEC61511	'Functional Safety: Safety Instrumented Systems for the Process Industry Sector
ISA 84	Instrumented Systems to Achieve Functional Safety in the Process Industries

Service provider is expected to visit sites and confirm available nozzles and allow for manhole modifications where number of nozzles is inadequate.

Your proposal and cost estimate should also stipulate the manhours for the various grades of staff performing the services, each of their labor rates, and total hours to be expended. For other contact sessions, ACSA will visit your offices and/or will be held through TEAMS. Travel and subsistence costs for site visits associated with the appointment will be prior agreed with ACSA and will be reimbursed per the travel policy of ACSA. This excludes site visits associated with tender process compulsory site inspection meetings.

	Rand/hour	Indicative hours that will be

		required by ACSA for this Contract – Engineering and Project Management
Project Planning; Reporting; and Consultant Management		100
Professional Engineer Electrical		100
Mechanical Engineer		100
Control and Instrumentation Engineer		100
Draughtsman		150
Administration Secretary		50
Technician – Control and Instrumentation		150

Staff specified must have the following minimum experience

1. Experience in oil and gas industry, with more focus on aviation fuel handling requirements
2. Detailed knowledge of local and international standards as it relates to design, operation and maintenance of aviation fuel (JIG, IATA/SANS/API)
3. Be registered with professional bodies according to field of specialization - The word “accredited” means a person that has a practice number though a professional registration body in South Africa. Examples: ECSA; EAPASA

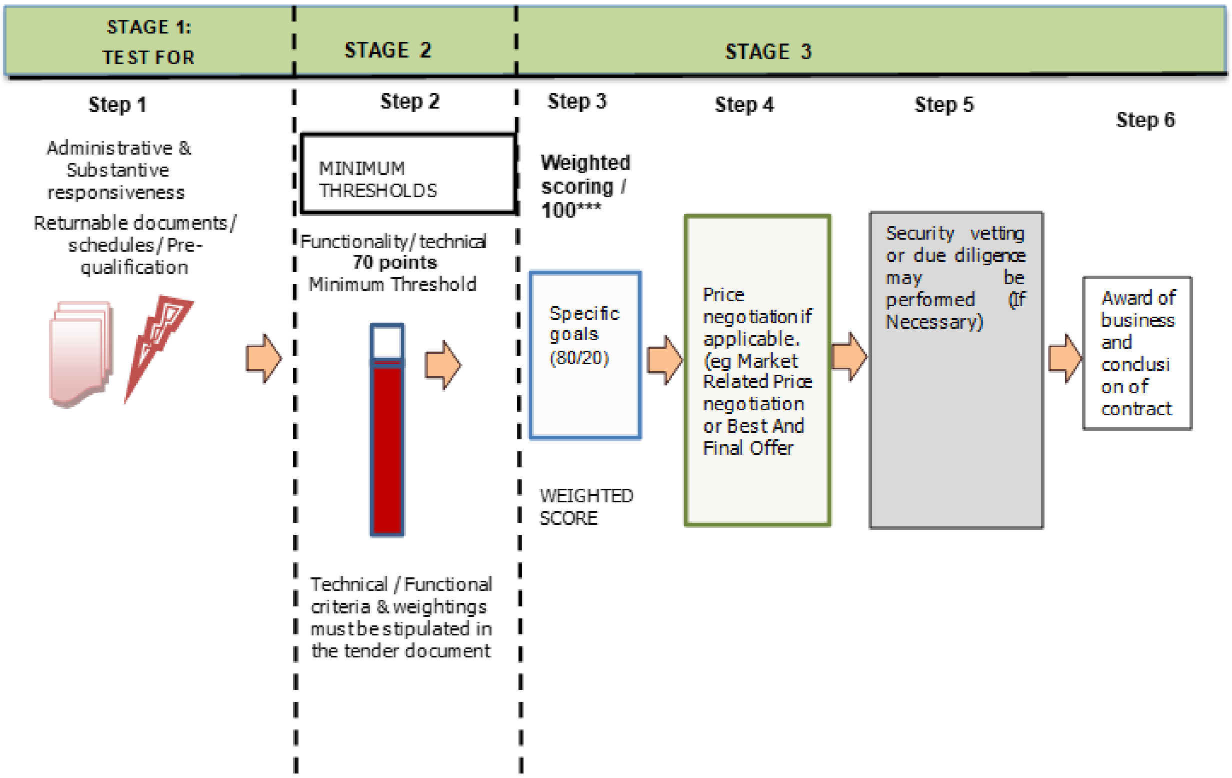
3. ACSA GENERAL SERVICE PROVIDER OBLIGATIONS

a. The Service provider(s) shall be fully responsible to ACSA for the acts and omissions of persons directly or indirectly employed by them.

b. The Service provider(s) must comply with the requirements stated in this RFP.

SECTION 3: EVALUATION METHODOLOGY

ACSA will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: ***Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, ACSA reserves the right to conduct the different steps of the evaluation process in parallel. In such instances, the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).***

NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, ACSA reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

3.1. STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative & Substantive responsiveness check	**RFP Reference**
• Whether the Bid has been lodged on time	*Section 1, paragraph 3*
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	*Refer to section on RFP Tender Document*
• Verify the validity of all returnable documents	*As per section 4 of the RFP Tender Document*
• Verify if the Bid document has been duly signed by the authorised respondent	*All sections*
• Whether any general and legislation qualification criteria set by ACSA have been met	*All sections*
• Whether the Bid contains a priced offer and is completed in full	*Refer to Section on RFP Tender document*
• Whether the Bid materially complies with the scope and/or specification given	*All Sections*

Mandatory Administrative Criteria

- Compulsory **Virtual** Briefing Session;
- All Pricing schedules on NEC copy attached.

The test for administrative & substantive responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

3.2 STEP TWO: FUNCTIONALITY EVALUATION CRITERIA

In determining the bidder's capacity and capability to execute the contract/project, bidders will be evaluated on functionality**.** Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability and functionality.

*Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **70** points out of **100** must be achieved for the tender to be eligible for further evaluation.*

<table>
<tr><th colspan="4">Functionality Evaluation</th></tr>
<tr><th>#</th><th>Selection Criteria</th><th>Max Score</th><th></th></tr>
<tr><td>1</td><td>Company experience</td><td></td><td></td></tr>
<tr><td>1.1</td><td>Evidence of proven company experience in successful completion of Automated Tank Gauging in the oil industry

projects. Provide list of projects as evidence as per the table in the Annexure A.

<table>
<tr><th>Criterion</th><th>Score</th></tr>
<tr><td>Four (4) projects and below provided as evidence of company experience</td><td>0</td></tr>
<tr><td>five (5) to 10 (ten) projects provided as evidence of company experience</td><td>15</td></tr>
<tr><td>Ten (10) or more projects provided as evidence of company experience</td><td>30</td></tr>
</table>

Note: The list shall contain a project name, high-level project scope/description, project value, project duration, and client name.

Evidence: Reference Projects Form Annexure A Provided</td><td>30</td><td></td></tr>
<tr><td>2</td><td>Company References</td><td></td><td></td></tr>
<tr><td>2.1</td><td>The bidder shall provide a minimum of two (2) reference letters (not older than 10 years) on a client's letter head on Automated Tank Gauging in the oil or gas industry
<table>
<tr><th>Criterion</th><th>Score</th></tr>
<tr><td>Less than two (2) letters provided</td><td>0</td></tr>
</table></td><td>30</td><td></td></tr>
</table>

<table>
<tr><td></td><td><table><tr><td>Two (2) reference letters provided</td><td>15</td></tr><tr><td>Three (3) or more reference letters provided</td><td>30</td></tr></table>
Note: The reference letter must be on the company letter head and signed, and it must contain the project name, high-level project scope/description, project value, project duration, and contact details. The reference letters must be aligned with a list provided under company experience.</td><td></td><td></td></tr>
<tr><td>3</td><td>Experience of key personnel</td><td></td><td></td></tr>
<tr><td>3.2</td><td>Lead Engineer/s:

The Lead engineer/s shall have design, installation, construction, testing and commissioning experience in successful delivery of Automated Tank Gauging in the oil or gas industry. The details of relevant experience and qualifications shall be provided in the form of a CV and copies of qualifications.

Relevant engineering experience (Attach copies of CVs)<table><tr><th>Criterion</th><th>Score</th></tr><tr><td>No evidence of experience</td><td>0</td></tr><tr><td>One (1) to two (2) years of experience</td><td>5</td></tr><tr><td>More than two (2) years of experience</td><td>10</td></tr></table>
Relevant Education and Qualification (Attach copies of qualifications)<table><tr><th>Criterion</th><th>Score</th></tr><tr><td>Lower than BTech</td><td>0</td></tr><tr><td>BTech and registered with ECSA as Pr Tech (Electronics/Mechatronics)</td><td>5</td></tr><tr><td>B-Eng/BSC and registered with ECSA as Pr Eng (Electronics/Mechatronics)</td><td>10</td></tr></table></td><td>20</td><td></td></tr>
<tr><td>3.3</td><td>Installation Technician/s: The technician/s shall have experience in the installation and maintenance of Automated Tank Gauging in the oil or gas industry.

Relevant engineering experience (Attach copies of CVs)</td><td>20</td><td></td></tr>
</table>

Criterion	Score
Below four (4) years experience	0
four (4) to nine (9) years experience	5
Ten (10) years and above experience	10

Relevant Education and Qualification (Attach copies of qualifications)

Criterion	Score
Lower than Trade Test	0
QCTO accredited Trade Test (Electrical/Electronics/Instrumentation)	5
National Diploma or higher (Electrical/Electronics/Instrumentation)	10

TOTAL	100	

Respondents are to note that ACSA will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Two] must be met or exceeded for a Respondent's Proposal to progress to Step Three for final evaluation

3.3 STEP THREE (STAGE 3)

3.3.1. Price

SBD 3.3

PRICING SCHEDULE

Price Schedule

The price proposal must be completed in full.

Please refer to NEC3 document attached for all Pricing Schedules and Pricing Lists. These are to be returned completed with bidder's submission.

3.3.2 Evaluation of Preference

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

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

Specific Goals	***Number of points (80/20 system)***
B-BBEE Status Level 1	***5***
B-BBEE Status Level 2	***4.5***
B-BBEE Status Level 3	***4***
B-BBEE Status Level 4	***3***
B-BBEE Status Level 5	***2***
B-BBEE Status Level 6	***0.5***
B-BBEE Status Level 7	***0.3***
B-BBEE Status Level 8	***0.1***
Black women majority-owned entities	***5***
Non- compliant contributor	***0***

Bidder to provide proof to support The Preference Points being Claimed.

a) Provide original or certified copy Valid sworn Affidavit OR

b) B-BBEE Certificate from a SANAS accredited rating agency and If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice and any other supporting information.

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF)THAT IS RELEVANT TO THE SPECIFIC GOALS.

Only unconditional discounts will be considered during evaluation. A discount which has been offered conditionally will, despite not being considered for evaluation purposes, be implemented when payment is affected.

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- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 3.3.1 of the specific goals Claim Form.

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	**100**

NB: Bidders should note that the tender evaluation for the Panel will be based on a three-stage approach. The approach will be as follows:

Stage one (1) (Step 1) Administrative and Subtantive Responsiveness

Stage two (2) (Step 2) Functionality Evaluation Criteria (evaluating the technical aspect of the bid).

Stage three (3) (Step 3) Bidders should note that the top Eight (8) Service Providers scoring the highest points for functionality will be appointed to form the panel/list of service providers. Bidders are requested to submit BBBEE certificates. In the event of a tie-on points, the B-BBEE certificate points will be used as points of the process of elimination, including points for functionality and drawing of lots.

3.4 STEP FOUR: PRICE NEGOTIATION (if applicable)

• Respondents are to note that ACSA may not award a contract if the price offered is not market related. In this regard, ACSA reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

• first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

• negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

•In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

• Should ACSA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to ACSA based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s)

3.5 STEP FIVE: SECURITY VETTING OR DUE DILIGENCE MAY BE PERFORMED (IF NECESSARY)

3.6 STEP SIX: AWARD OF BUSINESS AND CONCLUSION OF CONTRACT

Immediately after approval to award, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of intent to award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.

3.7 SELECTION PROCESS POST AWARD

Bidders should note that the top Eight (8) Service Providers scoring the highest points for functionality will be appointed to form the panel/list of service providers. Bidders are requested to submit BBBEE certificates. In the event of a tie-on points, the B-BBEE certificate points will be used as points of the process of elimination, including points for functionality and drawing of lots.

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SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Example for Goods

Respondents are to note that ACSA will round off final pricing scores to the nearest 2 (two) decimal places.

1. Notes to Pricing:

1.1 Respondents are to note that if the price offered by the highest scoring bidder is not market-related, ACSA may not award the contract to that Respondent. ACSA may-

1.2 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;

1.3 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;

1.4 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, ACSA must cancel the RFP.

1.5 Prices must be quoted in South African Rand inclusive of VAT.

1.6 Any disbursement not specifically priced for will not be considered/accepted by ACSA.

1.7 To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

1.8 Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants" by the Department of Public Service and Administration (DPSA);

1.9 Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.

1.10 Prices are to be quoted on a delivered basis to ....

1.11 Please note that should you have offered a discounted price(s), ACSA will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

1.12 Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:

Currency rate of exchange utilised: ___________________________

1.13 In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFQ as Annexure .... *[Complete required information or remove entire sentence if not applicable]*

1.14 Manufacturing and delivery lead time calculated from date of receipt of purchase order: ______ weeks.

1.15 Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	

OR

1.16 Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

……………………………......................

....

YES	

2.PRICES TENDERED

Respondents are to note that, on award of business, ACSA is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

3.JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

ACSA may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

4.DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

ACSA is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. ACSA shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the ACSA Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on ACSA website https://www.=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

<table>
<tr><td colspan="6">The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.</td></tr>
<tr><td colspan="6">Is the Respondent
(Complete with a "Yes" or "No")</td></tr>
<tr><td>A DPIP/FPPO</td><td></td><td>Closely Related to a DPIP/FPPO</td><td></td><td>Closely Associated to a DPIP/FPPO</td><td></td></tr>
<tr><td colspan="6">List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</td></tr>
</table>

No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that ACSA is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

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SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We____

[name of entity, company, close corporation or partnership] of *[full address]*

____

____

carrying on business trading/operating as

____

represented by____

in my capacity as ____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _________________to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should ACSA decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
____________________	_________________________	_________________
____________________	_________________________	_________________
____________________	_________________________	_________________
____________________	_________________________	_________________

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in ACSAACSA's:

1. Contract Agreement (which may be subject to amendment at ACSA's discretion if applicable);
2. General Bid Conditions; and
3. any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless ACSA should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with ACSA's acceptance thereof shall constitute a binding contract between ACSA and me/us.

Should ACSA decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with ACSA's Letter of Award, shall constitute a binding contract between ACSA and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, ACSA may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow ACSA to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide ACSA with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

____

Facsimile:

____

Address:

____

____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. ACSA will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and ACSA has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

ACSA requires a validity period of 120 Business Days against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. ____

(ii) Registered name of company / C.C. ____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents will result in ACSA affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.***

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Signed Form of Offer	
Attendance Compulsory Briefing Session Register	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED Yes/N0
SBD 3.3: Priced offer	X		
Attendance Compulsory Briefing Session	X		
Declaration of Interest Form and Politically Exposed Persons		X	
SBD 4 Bidder's Disclosure Form		X	
SBD 6.1 Preference Points Claim Form		X	
Confidentiality and Non-Disclosure Agreement		X	
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit		X	
Verifiable medical certificate of report as proof of disability(For preference claims)		X	
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)		X	
Certificate of Incorporation of the bidding entity showing ownership split		X	
Central Supplier Database Report (CSD)		X	
VAT Questionnaire		X	
ACSA Terms and Conditions		X	
All the Pricing schedules and	X		

pricing list on NEC3 document			

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement]** and fail to present ACSA with such renewals as and when they become due, ACSA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which ACSA may have for damages against the Respondent.

SIGNED at ______________________________ on this _____ day of ____________________________ 20___

SIGNATURE OF WITNESSES

1 _______________________

Name ___________________

2 _______________________

Name ___________________

ADDRESS OF WITNESSES

____

____

____

____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: ______________________________

NAME: ____

DESIGNATION: ____

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SECTION 6: RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, ACSA SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	ACSA's General Bid Conditions
2	Contract Agreement and SLA attached
3	ACSA's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the ACSA vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by ACSA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. ACSAACSA has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;

2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];

3. We have been provided with sufficient access to the existing ACSA facilities/sites and any and all relevant information relevant to the Goods/Services as well as ACSA information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of ACSA's operations and business requirements and assets used by ACSA. ACSA will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. At no stage have we received additional information relating to the subject matter of this RFP from ACSA sources, other than information formally received from the designated ACSA contact(s) as nominated in the RFP documents;

5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by ACSA in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;

6. We have complied with all obligations of the Bidder/Supplier as indicated in the ACSA Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with ACSA;

7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of ACSA in the past 10 years. I further declare that if they were a former employee or board member of ACSA in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

   FULL NAME OF OWNER/MEMBER/DIRECTOR/
   PARTNER/SHAREHOLDER/EMPLOYEE: ADDRESS:

   ____

   ____

   Indicate nature of relationship with ACSA:

   ____

   ____

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with ACSA. Information provided in the declarations may be used by ACSA and/or its affiliates to verify the correctness of the information provided]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and ACSA [other than any existing and appropriate business relationship with ACSA] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify ACSA immediately in writing of such circumstances.

2.BIDDER'S DISCLOSURE (SBD4)

2.1 PURPOSE OF THE FORM

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

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

3.Bidder's declaration

3.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

3.4 If so, furnish particulars:

……………………………………………………………………………….

……………………………………………………………………………….

3.5 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

3.6 If so, furnish particulars:

……………………………………………………………………………….

……………………………………………………………………………….

4.DECLARATION

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

4.1 I have read and I understand the contents of this disclosure;

4.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

4.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

4.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

12.1 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

4.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

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

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.
Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

____

____

DATE OF BREACH:______________________________

Furthermore, I/we acknowledge that ACSA SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at ____________________________ on this _____ day of ______________________ 20___

__________________________ __________________________

Respondent's Signature Date & Company Stamp

For and on behalf of __________________________________ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: ORTIA 8146/2025/RFP

RFP deadline for questions / RFP Clarifications: Before 16th October 2026 @11H00am

TO:	ACSA SOC Ltd
ATTENTION:	The Tender Administrator
EMAIL	[Insert email address of tender administrator]
DATE:	____
FROM:	____
	____

RFP Clarification No *[to be inserted by ACSA]* ....

REQUEST FOR RFP CLARIFICATION

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SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. ACSA will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, ACSA shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in ACSA preferential procurement policy.

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION B-BBEE LEVEL OF CONTRIBUTOR – LEVEL 1 +50% BLACK YOUTH OWNED ENTITIES	**20**
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**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;

(d) **"Ownership"** means 51% black ownership

(e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(i) **"Price"** includes all applicable taxes less all unconditional discounts.

(j) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(l) **"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.

(m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by ACSA to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of ACSA Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1	5
+50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of ACSA Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section…………Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section…………Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[3]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 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.

4.5 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.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

6.1 B-BBEE Status Level of Contribution: . = ...(maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

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

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

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

8.2 VAT registration number:……………………………………….…………………………………

8.3 Company registration number:…………….……………………….…………………………….

8.4 TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One person business/sole propriety
- ϒ Close corporation
- ϒ Company

ϒ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………

………

8.6 COMPANY CLASSIFICATION

ϒ Manufacturer
ϒ Supplier
ϒ Professional Service provider
ϒ Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, ACSA reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES

1. ……………………………………..

2. …………………………………….

…………………………………………

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS…………………………………..

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. ____________________________________

2. ____________________________________

Representative(s) of ____ *[name of entity]*
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on __________________________20___

_____________________________ _______________________________

ACSA'S REPRESENTATIVE RESPONDENT'S REPRESENTATIVE

DATE ________________________ DATE _________________________

EMAIL ________________________

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by ACSA and the other copy to be kept by the bidder.

AIRPORTS COMPANY
SOUTH AFRICA

SECTION 11: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 12. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

YES		**NO**	

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Insert additional tables for each year of the contract period:

Year 1	**Q1**	**Q2**	**Q3**	**Q4**
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

AIRPORTS COMPANY SOUTH AFRICA

SECTION 12: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$5 million or other currency equivalent to US$5 million will have a NIP obligation. This threshold of US$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$5 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTIC will determine the NIPP obligation;
b. the contractor and the DTI will sign the NIPP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ………………………………….. Closing date: ……………………………..

Name of bidder………………………………………………………………………………

Postal address ………………………………………………………………………………

……………………………………………………………………………………

Signature…………………………………….. Name (in print)…………………………….

Date…………………………………………..

AIRPORTS COMPANY
SOUTH AFRICA

SECTION 13: PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. ACSA will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "ACSA" and the Data subject is the "Respondent". ACSA will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. ACSA reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ACSA.

5. In responding to this bid, ACSA acknowledges that it will obtain and have access to personal information of the Respondent. ACSA agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. ACSA further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by ACSA and/or its authorised appointed third parties.

7. Furthermore, ACSA will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, ACSA requires the Respondent to process any personal information disclosed by ACSA in the bidding process in the same manner.

8. ACSA shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. ACSA shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request ACSA to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that ACSA correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in ACSA's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying ACSA against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: ____________________________

Should a Respondent have any complaints or objections to processing of its personal information, by ACSA, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

SECTION 14: PROTECTION OF PERSONAL INFORMATION (For Operator Contract only)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 ”(POPIA”):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. The Operator will process all information by the ACSA in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information of ACSA and the information of a third party that will be processed pursuant to this Agreement , the Operator is (Respondent) and the Data subject is “ACSA”. Operator will process personal information only with the knowledge and authorisation of ACSA and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. ACSA reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ACSA.

5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of ACSA and the information of a third party and agrees that it shall only process the information disclosed by ACSA in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from ACSA to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by ACSA or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from ACSA.

8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to ACSA in terms of this Agreement (physically, through a computer or any other form of electronic communication).

9. The Operator shall notify ACSA in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform ACSA of the breach as soon as it has occurred to allow ACSA to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. ACSA may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to ACSA and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. ACSA may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the ACSA or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by ACSA in line with the 8 conditions of the POPIA and that it will provide to ACSA satisfactory evidence of these measures whenever called upon to do so by ACSA.

    The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from ACSA:

YES		**NO**	

13. Further, the Operator acknowledges that it will be held liable by ACSA should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that ACSA submitted to it.

Signature of Respondent's authorised representative: ___________________________

14. Should a Respondent have any complaints or objections to processing of its personal information, by ACSA, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

THE CONTRACT

REFER CONTRACT <u>ATTACHED SEPARATELY</u>.

BIDDER TO COMPLETE CONTRACT IN IT'S ENTIRETY (Form of Offer, Pricing Schedules etc), SIGN AND RETURN TOGETHER WITH THIS COMPLETED & SIGNED TENDER DOCUMENT.